



AQUIND Limited

AQUIND INTERCONNECTOR

Applicant's Response to the Third Information Request

The Infrastructure Planning (Examination Procedure) Rules 2010, Rule 8(1)(c)

The Planning Act 2008

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AQUIND INTERCONNECTOR

**APPLICANT'S RESPONSE TO SECRETARY OF STATE'S THIRD REQUEST FOR FURTHER
INFORMATION**

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1. INTRODUCTION

- 1.1 AQUIND Limited (the "**Applicant**") submitted an application for the AQUIND Interconnector Order (the '**Order**') pursuant to section 37 of the Planning Act 2008 (as amended) (the '**Act**') to the Secretary of State ('**SoS**') (the '**Application**') to authorise the construction and use of AQUIND Interconnector (the "**Proposed Development**").
- 1.2 The Application was accepted by the Planning Inspectorate ('**PINS**') on 12 December 2019, with the examination of the Application commencing on 8 September 2020 and completing on 8 March 2021. The Examining Authority ("**ExA**") submitted a Report and Recommendation to the SoS on 8 June 2021 and in accordance with section 107 of the Act the SoS is now under a duty to decide the Application by 21 January 2022.
- 1.3 On 13 July 2021 the SoS issued a request for information and updates from the Applicant in respect of the Application (the "**First Information Request**") and the Applicant responded to that First Information Request on 23 July 2021.
- 1.4 On 2 September 2021 the SoS issued a second request for information from the Applicant in respect of the Application (the '**Second Information Request**'). The Applicant responded to the Second Information Request on 16 September 2021.
- 1.5 On 4 November 2021 the SoS issued a third request for information from the Applicant in respect of the Application, more particularly seeking information regarding (1) the consideration of alternatives; (2) alignment of the works to deliver the Proposed Development in parallel with the North Portsea Island Coastal Defence Scheme; (3) the effect of changes to the National Planning Policy Framework ("**NPPF**") in respect of Flood Risk; and (4) seeking a further update on the Applicant's negotiations with National Grid Electricity Transmission Plc (the "**Third Information request**"). This Statement provides the Applicant's response to the Third Information Request.

2. CONSIDERATION OF ALTERNATIVES

- 2.1 At Deadline 1 of the Examination the Applicant submitted a Supplementary Alternatives Chapter (REP1-152). The Supplementary Alternatives Chapter supplemented Chapter 2 of the Environmental Statement ("ES") - Consideration of Alternatives, submitted as part of the Application (APP-117). The Supplementary Alternatives Chapter was produced to provide further clarity in respect of the description of the reasonable alternatives considered and the main reasons for the option chosen.
- 2.2 Chapter 5 of the Supplementary Alternatives Chapter explained in further detail the reasonable alternatives that were studied by the Applicant for the grid connection point, being the substation locations where the Development may connect to the GB National Electricity Transmission System (NETS).
- 2.3 As detailed at paragraph 5.1.1.1 of the Supplementary Alternatives Chapter, the Applicant submitted a request to NGET (now NG ESO) in December 2014 for a Feasibility Study to cover the technical and commercial aspects associated with a number of potential connection points to the GB NETS. This Feasibility Study formed part of the Connection and Infrastructure and Options Note (CION) process used to identify a connection location following an application for a connection agreement.
- 2.4 The Feasibility Study was subsequently prepared by NGET in its capacity as GB system operator. As outlined in the response of NG ESO submitted at Deadline 7c of the Examination (REP7-109), the CION process is a collaborative process resulting in a preferred point of connection to the transmission system to inform the connection offer and scope of the transmission works. The CION records the output of the work between the Developer, Transmission Operator and NGESO to identify the overall most economic, efficient and coordinated connection option.
- 2.5 As is detailed in paragraph 2.4.2.1 of the Alternatives Chapter (APP-117), the Feasibility Study was undertaken and completed by NGET with collaboration from the Applicant between December 2014 and November 2015, with the final version issued in January 2016. As is detailed in Chapter 5 of the Supplementary Alternatives Chapter (REP1-152), the Feasibility Study consisted of the initial evaluation of ten substations, including Mannington Substation, with three substations selected to be taken forward for systems analysis to identify whether they provided feasible connection points to the NETS.
- 2.6 With specific regard to why Mannington Substation was not taken forward for systems analysis following the initial evaluation, as is detailed in the letter submitted by NG ESO dated 25 January 2021 (REP7-109):
- 2.6.1 *"Options to the West of Lovedean required all or nearly all the same network reinforcements as a connection at Lovedean plus additional reinforcements to either get the power to Lovedean or reinforcements to the west to Exeter substation and as far northwards as Minety";*
- 2.6.2 *"these sites would likely have resulted in more overall reinforcements, which would therefore lead to more environmental impact, and increased costs to the GB consumer".*
- 2.7 In addition to NG ESOs reasons for why Mannington Substation was not taken forward for systems analysis, as is detailed at paragraph 5.1.1.5 of the Supplementary Alternatives Chapter the Applicant's preliminary view at the time on the suitability of Mannington Substation was that the shared connection point with the 970MW Navitus Bay offshore wind farm raised technical concerns.
- 2.8 As part of the systems analysis, and as is detailed at paragraph 5.1.6 of the Supplementary Alternatives Chapter, following Chickerell Substation being discounted for the reasons detailed at paragraph 5.1.3 and section 5.2 of the Supplementary Alternatives Chapter NGET proceeded to undertake a cost benefit analysis in relation to the Bramley and Lovedean substations. The cost benefit analysis began to be undertaken in May 2015 following the outcomes of the initial analysis and was completed in November 2015, with the final version of the Feasibility Study issued in January 2016. The cost benefit analysis

exercise is complex and takes several months to complete, with detailed information being required to be assessed to identify the most economically beneficial solution and the least worst regret option.

- 2.9 In addition to the Feasibility Study being undertaken by NGET, the Applicant throughout that period was also undertaking its own analysis of the reasonable alternative grid connection points. Details of the Applicant's assessment of Chickerell, Lovedean and Bramley Substations during this period is detailed in Chapter 5 of the Supplementary Alternatives Chapter (REP1-152). This analysis also included the consideration of the potential landfall sites across the south coast of England, with the 29 locations considered shown at Plate 2.3 of the Alternatives Chapter (APP-117) (including those which would have been relevant to a connection to Mannington Substation being those identified as 13 – 18 on Plate 2.3).
- 2.10 In parallel with the Feasibility Study being undertaken collaboratively between the Applicant and NGET and the Applicant undertaking its own optioneering analysis, in October 2015 the Applicant applied for a connection of 2,000 MW at Lovedean Substation. A Connection Offer was issued by NGET in February 2016 and subsequently signed by the Applicant in June 2016.
- 2.11 As the SoS notes at paragraph 4 of the Third Information Request, the Applicant stated at paragraph 5.1.1.7 of the Supplementary Alternatives Chapter *"a connection agreement for the 970MW Navitus Bay offshore wind farm was in place in relation to the Mannington substation when the feasibility study was carried out, and therefore it was not considered to be suitable for the proposed connection [by the Applicant]. Although that project was later abandoned, the connection agreement remained in place with the developers of Navitus Bay offshore wind farm for some time following the feasibility study, during which significant progress was made advancing the proposals for Proposed Development. As a result it was not reasonable for the Applicant to re-consider the potential for a connection at Mannington at that later stage, and this was not considered further."*
- 2.12 In this regard, having re-examined the precise chronology and to assist with explaining the Applicant's position that it was not reasonable and/or necessary to further consider Mannington Substation following the connection agreement for Navitus Bay offshore wind farm being confirmed to no longer be in place, the timeline was that the connection agreement remained for some time after the Feasibility Study request in December 2014.
- 2.13 During this period the significant progress made advancing the proposals for Proposed Development was the preparation of the Feasibility Study itself together with the optioneering work that was undertaken by the Applicant alongside this, and which is most clearly detailed in Chapter 5 of the Supplementary Alternatives Chapter in relation to assessment of the grid connection points and paragraph 2.4.3 of the Alternatives Chapter in relation to the consideration of the potential landfall sites.
- 2.14 Following the refusal of development consent for the Navitus Bay offshore wind farm, the Applicant made enquiries with NGET on 14th October 2015 regarding the impact of that refusal on the Feasibility Study which was being undertaken and known to be near completion. The Applicant has not been able to locate a response to this query, though it was understood by the Applicant that at this time that refusal would have been subject to the six week legal challenge period provided for by section 118 of the Act and as such the connection agreement for Navitus Bay would have remained in place.
- 2.15 At a meeting with NGET in January 2016, following the issue of the final version of the Feasibility Study report and prior to the further CION processes which led to the issue of the CION in March 2016, it was noted that the Navitus Bay offshore wind farm had formally been removed from the list of future connections. It was therefore at this point in time that the Applicant was aware that the connection agreement for Navitus bay offshore wind farm to Mannington Substation was no longer in place.
- 2.16 As is noted above, the Feasibility Study including the cost benefit analysis exercise was completed in November 2015, with the final version of the Feasibility Study report issued in January 2016. To include Mannington Substation in the shortlist of grid connection points

for the Feasibility Study at this stage would have required the Feasibility Study process to restart, resulting in a further 10-12 months of work and the Applicant would not have been able to progress with its regulatory and other submissions until the further process was complete. This would also have meant that the place of the Proposed Development in the list of future connections would have been lost. In effect, the Proposed Development would have been significantly delayed and placed at a commercial disadvantage. It would also have resulted in the incurrence of significant cost in the form of NGET's fees and cost to the Applicant. The costs incurred to date for the Feasibility Study would also have become abortive.

- 2.17 It was the view of the Applicant that for it to be reasonable to restart the Feasibility Study exercise to further consider the potential for a connection to Mannington Substation, noting the significant delay and cost this would have incurred, there would have needed to be a convincing justification for why Mannington Substation may have been preferable to Lovedean Substation.
- 2.18 As is noted above, NGET had already identified that Mannington Substation was not preferable to Lovedean, on the basis that additional reinforcements would have been required to either get the power to Lovedean or reinforcements to the west to Exeter substation and as far northwards as Minety and that this would have led to more environmental impact, and increased costs to the GB consumer.
- 2.19 The Applicant was also aware that the potential Jurassic Coast landfall locations to provide for a grid connection to Mannington Substation were not preferable to those for a grid connection to Lovedean Substation and, from its consideration of submarine cable approach to Chickerell Substation, that it would also have been necessary for the submarine cables to be longer than to a landfall location to Lovedean and to have crossed the major shipping lane in the English Channel for an increased duration, the IFA2 Interconnector and be subject to additional constraints resulting from difficult subsea conditions and increased environmental protections. This would have resulted in increased constraints and risk associated with both the construction and operation of the interconnector and was one of the reasons why Chickerell was not considered to be a suitable grid connection point for the proposed interconnector.
- 2.20 Taking this into account, as the Applicant did, it was determined by the Applicant that it was not reasonable and/or necessary to further consider Mannington Substation as the grid connection point for the Proposed Development following the completion of the Feasibility Study and this was not considered further.
- 2.21 Whilst the Applicant then moved forward in early 2016 to carry out further optioneering exercises in relation to Lovedean substation as detailed in the Alternatives Chapter (APP-117), it is confirmed that at no point did the Applicant identify reasons why a grid connection point to Lovedean substation did not remain the preferred grid connection point and which could have otherwise required the further consideration of alternatives, including the re-consideration of Mannington Substation. As is noted at the conclusions to the Supplementary Alternatives Chapter, the Proposed Development is considered by the Applicant to be the most suitable and appropriate form of development to realise the delivery of needed infrastructure of national significance.

3. **NORTH PORTSEA ISLAND COASTAL DEFENCE SCHEME**

- 3.1 With regard to the North Portsea Island Coastal Defence Scheme ("**NPICDS**") and the concerns raised by Portsmouth City Council in their submissions of 12 August 2021 in this regard, the Applicant highlights that the first point at which it was made aware of those concerns was when the information was submitted to the Secretary of State.
- 3.2 Whilst the parties have been discussing how the Proposed Development can be delivered in parallel with the NPICDS since mid-August 2018, with the first joint meeting between the Applicant, Portsmouth City Council and Coastal Partners held on 17 August 2018, and the Applicant has sought to procure the entering into of a Co-Operation Agreement to formalise the arrangements between the parties, the Applicant had not seen a copy of the report submitted by Portsmouth City Council and dated 11 August 2021 to the Secretary of State on 12 August 2021, and it had also not been provided with the comments of Portsmouth City Council on the Applicant's proposed solutions within the summary table at pages 12 to 20 of that report.
- 3.3 Accordingly, since the receipt of this information alongside and at the same time as the Secretary of State the Applicant has taken steps to further engage with Portsmouth City Council and Coastal Partners.
- 3.4 A meeting was held between the Applicant, Coastal Partners and Portsmouth City Council on 28 October 2021 and a copy of the minutes of this meeting produced by WSP are located at **Appendix 1** to this Statement. In addition, following the meeting the Applicant has updated the proposed Memorandum of Understanding, to confirm updates to the programme for the Proposed Development and reassess the likely potential overlaps with NPICDS works to be undertaken by Coastal Partners. A copy of the updated Memorandum of Understanding is located at **Appendix 2** to this Statement.
- 3.5 At paragraph 6 of the Third Information Request it is stated that the Secretary of State understands that the same six construction compounds required for NPICDS are also required for the Proposed Development. The Applicant confirms that this understanding is not correct.
- 3.6 Provided below is a summary of the extent of the overlaps with the NPICDS works, with this information drawn from the updated Memorandum of Understanding located at **Appendix 2**.
- 3.6.1 **CP Compound 1:** It has been identified that there is a need to share the CP Compound 1 which is proposed to be used as a works compound for the undertaking of HDD3 beneath Langstone Harbour (the Broom Channel) to Farlington Playing Fields. The Applicant has re-issued drawings to Portsmouth City Council and Coastal Partners showing how both parties will be able to use the available space at Kendall's Wharf, with the Applicant having agreed to meet all costs of the reorientation of the Coastal Partners Compound. Noting the Applicant's works in this location are programmed between April – September (avoiding the wintering bird season) it is essential works are commenced at the beginning of April and reorientation of the Kendall's Wharf compound would take place before April 2023. This will equally avoid delay to the start of NPICDS works in 2023.
- 3.6.2 **CP Compound 3:** It is understood that there is the potential that CP may still be utilising Compound 3 in 2023, albeit this is beyond the current programme information. Any works for the Proposed Development within CP Compound 3 would consist of the laying of the ducts required for an onshore cable circuit. The maximum duration of any overlapping works is identified to be 2 weeks. There is the potential for the onshore cable route to cross the access and exit route for CP Compound 3 during parts of this two week period, likely 1-2 days. Measures have been identified which can be implemented to relieve this impact, including the installation of steel plates over entrance and exit positions in addition to usual communication and the mechanisms contained in the Co-Operation Agreement to

ensure co-ordination between the parties. No significant delay to the NPICDS works is foreseen as a result of this potential overlap.

- 3.6.3 **CP Compound 4:** It has been identified that there is the potential for works to install an onshore cable circuit and to construct a joint bay in 2023 to overlap with CP Compound 4. The total duration of such works (not sequential) is anticipated to be 12 weeks. The effects of overlapping works in the event that overlap occurs in practice can be satisfactorily mitigated through the temporary reorientation of CP Compound 4 to accommodate the construction of the Proposed Development. This has been identified as feasible. Similar for CP Compound 3, to minimise any disruption, measures can be implemented for the limited durations where the works to construct the onshore cable ducts forming part of the Proposed Development cross an access / exit, including installation of steel plates to allow for access. In addition, CP Compound 4 is in a location where 24 hour working is proposed to be permissible and which would allow for the works to be undertaken more quickly.
- 3.6.4 **CP Compound 5:** It has been identified that there is the potential for works to install an onshore cable circuit and to construct a joint bay in 2023 which overlap with CP Compound 5. The total duration of such works (not sequential) is anticipated to be 17 weeks, though this is mainly due to the distance of the onshore cables in this section and the works would be installed progressively during this timescale. The effects of overlapping works in the event that overlap occurs in practice can be satisfactorily mitigated through temporary reorientation of CP Compound 5 to accommodate the construction of the Proposed Development. This has been identified as feasible. Similarly to CP Compound 3 and 4, measures can be implemented for the limited durations where the works to construct the onshore cable ducts forming part of the Proposed Development cross an access / exit, including installation of steel plates to allow for access.
- 3.6.5 **CP Compound 6:** It has been identified that there is the potential for works to install an onshore cable circuit and to construct a joint bay in 2023 to overlap with CP Compound 6. The total duration of such works (not sequential) is anticipated to be 11 weeks. The effects of overlapping works in the event overlap occurs can be satisfactorily mitigated through temporary reorientation of CP Compound 6 to accommodate the construction of the Proposed Development. This has been identified as feasible. Similarly to other CP Compounds, measures which can be implemented for the limited durations where the works to construct the onshore cable ducts forming part of the Proposed Development cross an access / exit have been identified, including installation of steel plates to allow for access.
- 3.7 The Applicant has proposed the Co-Operation Agreement to formalise the arrangements between the parties, ensuring sufficient notice is provided and method statements are agreed detailing how works are to be undertaken in parallel before the Applicant's works commence. The Applicant is confident that it has identified feasible measures to suitably limit and mitigate any impacts on the NPICDS works such that there will not be significant delay caused to the delivery of Phase 4 or later phases.
- 3.8 With specific regard to the Co-Operation Agreement and the Secretary of State's request at paragraph 8 of the Third Information Request, subsequent to the meeting on Thursday 28th October 2021 the Applicant's solicitor issued a revised draft on Tuesday 2 November. A copy of the draft Co-Operation Agreement showing the changes made is located at **Appendix 3** and in summary the changes included the following:
- 3.8.1 additional provisions inserted to confirm that the Applicant will be responsible for the cost of Portsmouth City Council and Coastal Partners providing information to inform a method statement and in respect of the review and agreement of the method statements;

- 3.8.2 new cost provisions which provide for the Applicant to pay the estimated amount of the costs to be incurred by Coastal Partners (if any) to facilitate the Applicant's works in accordance with an agreed Method Statement before those works commence and a reconciliation mechanism in relation to actual costs incurred;
- 3.8.3 further new cost provisions confirming the Applicant will be required to reimburse Portsmouth City Council and/or Coastal Partners additional costs which are reasonably and properly incurred by them in connection with the NPICDS works as a consequence of the Applicant's works being undertaken within any of the areas of overlap, including costs incurred by reason of the NPICDS works being delayed as a consequence of the Applicant's works being undertaken in those areas.
- 3.9 It is considered by the Applicant that through the provision of the updated Memorandum of Understanding, the updated information regarding the shared use of the compound at Kendall's Wharf and the amendments to the Co-Operation Agreement, the concerns raised by Portsmouth City Council have been addressed.
- 3.10 It is acknowledged by the Applicant that the need for works to be undertaken in parallel in certain areas does give rise to the potential for delay, but through co-operation and co-ordination it is considered such delay can be minimised and significant effects avoided and the Applicant is also willing to cover the costs of Portsmouth City Council and Coastal Partners as a consequence.
- 3.11 It has been considered by the Applicant whether it is feasible to secure co-operation through the issue of a unilateral undertaking but, for obvious reasons, an obligation securing the co-operation of parties needs to be multi-lateral to have sufficient effect.
- 3.12 Subject to the provision of outstanding information by Portsmouth City Council and Coastal Partners, which was first requested in February 2021 and which is detailed in the draft appended at **Appendix 3**, the Applicant confirms the Co-Operation Agreement can be finalised and the Applicant remains committed to entering into this to address the concerns of Portsmouth City Council and Coastal Partners and ensure impacts on the NPICDS are minimised and that there are no significant or unacceptable effects.

4. NATIONAL PLANNING POLICY FRAMEWORK – FLOOD RISK UPDATES

- 4.1 The Applicant recognises that the NPPF was updated in July 2021 following the close of the Examination in March 2021, including updates to Chapter 14 ('Meeting the challenge of climate change, flooding and coastal change'). As summarised below, the Applicant considers that the previous submissions in relation to the Flood Risk, including the Flood Risk Assessment ("FRA") (APP-439)), the FRA Addendum (REP1-157) and the Sequential and Exception Test Addendum remain valid when taking into account the changes made.
- 4.2 Paragraph 162 of the NPPF (2021) confirms and reinforces the need for considering risk of flooding 'from any source' in applying the Sequential Test. However, the need to consider all sources of flooding was already embedded in the NPPF (2019), which stated at paragraph 158:

"The aim of the sequential test is to steer new development to areas with the lowest risk of flooding. Development should not be allocated or permitted if there are reasonably available sites appropriate for the proposed development in areas with a lower risk of flooding. The strategic flood risk assessment will provide the basis for applying this test. The sequential approach should be used in areas known to be at risk now or in the future from any form of flooding."

- 4.3 In addition, paragraph 163 of NPPF (2021) now includes specific reference to flood risk "areas", in place of the previous reference to flood risk "zones". This again emphasises the requirement to consider flood risk from all sources, not just the Flood Map for Planning flood zones, in the application of the sequential based approach.
- 4.4 It is also noted that the sequential test should be undertaken with reference to the Flood Risk and Coastal Change Planning Practice Guidance (latest iteration dated 20 August 2021). In this regard, paragraph 033 states that "*development proposal should take into account the likelihood of flooding from other sources, as well as from rivers and the sea. The sequential approach to locating development in areas at lower flood risk should be applied to all sources of flooding [...]*". Paragraph 033 of this guidance has not recently changed and was last updated in 2014, see extract in **Appendix 4**.
- 4.5 The Applicant's FRA applies this approach to the sequential test with consideration of flooding from all sources throughout the assessment. In addition and in response to the Environment Agency's updated Flood Map for Planning (Environment Agency, Gov.uk, 2020) an FRA Addendum (REP1-157) and Sequential Test and Exception Test Addendum (REP1-158) were prepared as part of the Application to ensure the updated flood risk profile was fully considered.
- 4.6 Noting the minor nature of the changes made to the NPPF in this regard and that the Applicant has in any event undertaken a robust assessment of flood risk which considered all sources of flooding, the Applicant is entirely content that its assessment of flood risk is valid and that the Sequential and Exception Tests are evidenced to be satisfied in relation to the Proposed Development.

5. MICRO-SITING OF THE CONVERTER STATION

- 5.1 Within the Applicant's response to the First Information Request it was confirmed that Heads of Terms for an option for the Applicant to acquire the land rights over Plot 1-27 required to facilitate the location of the Converter Station within Option b(ii) were agreed between NGET and the Applicant. It was further confirmed that the Applicant and NGET respective property solicitors have been producing and negotiating the legal agreements which are required to be entered into to give effect to the agreed Heads of Terms.
- 5.2 The Applicant is pleased to confirm that those negotiations are now close to drawing to a close and the form of the documents required to be entered into substantially settled. The Applicant and NGET will shortly be undertaking the internal reporting and execution process required for the agreements to be entered into.
- 5.3 Once those agreements are entered into, the Applicant confirms that it would have no objection to the SoS making an Order which removes Option b(i). The Applicant will confirm once those agreements have been completed as soon as it is able, which it is anticipated will occur within the next two weeks.
- 5.4 Noting the SoS may wish to make an Order which removes Option b(i), submitted alongside this response are two further versions of the DCO which do not include for Option b(i). Two versions are submitted because one version includes for the use of the fibre optic cables for commercial telecommunications purposes and one version does not. Each are clearly labelled to confirm which is which. Comparisons of each against the previous base version are also submitted showing the changes made. In summary the amendments made are:
 - 5.4.1 amendments to requirement 4 such that this confirms the Converter Station will be located in converter station site identified as [perimeter] Option b(ii);
 - 5.4.2 amendments to requirement 5 to remove reference to the option confirmation;
 - 5.4.3 amendments to Schedule 4, 5 and 6 to reflect amendments to Sheet 1 of the Land Plans, Works Plans and Access and Rights of Way Plans to remove land and rights required in connection with Option b(i) only;
 - 5.4.4 amendments to Schedule 7 to reflect the new parameter plans which are submitted, which remove Option b(i) to avoid any potential for future confusion;
 - 5.4.5 amendments to Schedule 12 to remove the hedgerow information for Option b(i) and reference to those hedgerows which were noted as being retained for Option b(ii) (on the basis they will be retained so no longer need to be referenced in a Schedule regarding the removal of hedgerows); and
 - 5.4.6 amendments to Schedule 14 to reflect updated revision references for relevant Certified Documents, copies of which are submitted and discussed further below.
- 5.5 As referred to above, in addition to submitting two new versions of the DCO versions of relevant Certified Documents are amended so as to reflect the removal of the Option b(i) only land. A summary of the documents submitted is as follows:
 - 5.5.1 Two updated versions of the Book of Reference are submitted. The first is an updated version of the Book of Reference submitted at Deadline 8 and which includes the land and rights required for commercial telecommunications uses to be carried on. The second version updates the alternative Book of Reference submitted alongside the Applicant's response to the Second information Request, which included the changes to reflect the reduced size of the ORS compound where commercial telecommunications use is not authorised.
 - 5.5.2 Two new sets of the Converter Station parameter plans are submitted which remove Option b(i). The first set includes for the Telecommunications Buildings and the second set does not.
 - 5.5.3 updated Sheet 1 of the Land Plans which removes the Option b(i) only land;

- 5.5.4 updated Sheet 1 of the Crown Land Plans which removes the Option b(i) only land;
 - 5.5.5 updated Sheet 1 of the Works Plans which removes the Option b(i) only land; and
 - 5.5.6 updated Sheet 1 of the Access and Rights of Way Plans which removes the Option b(i) only land.
- 5.6 The Applicant wishes to make the SoS aware that it has also noted there are errors in the revision references within schedules 4, 5, 6 and 7 of the draft DCO which require correction, and which the Applicant would intend to correct during the period for corrections following any DCO being made. The errors have arisen because the revision reference for the relevant plan set has been included rather than for the individual sheets.
- 5.7 To avoid any confusion, and the submission of further documents now which it is considered would have the potential to give rise to such confusion, the Applicant confirms that save for where revised plans have been submitted in connection with the responses to the First, Second or Third Information Requests the plans which should be referred to in those schedules and would be certified would be those last submitted during the examination. For completeness, the point of submission and examination library document references for those documents are as follows:
- 5.7.1 Land Plans: Submitted at Deadline 7 with examination library document reference REP7-003; and
 - 5.7.2 Works Plans: Submitted at Deadline 7 with examination library document reference REP7-005;
 - 5.7.3 Access and Rights of Way Plans: Submitted at Deadline 8 with examination library document reference REP8-003;
 - 5.7.4 Converter Station and Telecommunications Buildings Parameter Plans: Submitted at Deadline 7 with examination library document reference REP7-009; and
 - 5.7.5 Optical Regeneration Station(s) Parameter Plan: Submitted at Deadline 1 with examination library document reference REP1-009.
- 5.8 If the SoS requires any further clarification in this regard he is requested to request this from the Applicant team at the earliest possible opportunity.
- 5.9 In addition and to assist the SoS with his decision making should he decide to make an Order which does not include for Option b(i) once the Applicant has confirmed the agreements with NGET have been completed, also submitted alongside this response is a further ES Validity Review document which signposts the likely significant effects which would no longer arise and/or would be lessened where Option b(i) is removed.
- 5.10 The Applicant does also wish to note that whilst it has confirmed no objection to an Order being made without Option b(i) once the agreements with NGET have been confirmed to be completed, considerable work was undertaken to identify and secure the mitigations for the impacts of both options on the basis that both are applied for, in particular from a visual impact perspective through the evolution of comprehensive landscape mitigation proposals, and in the view of the Applicant either of the two options provide for an acceptable scheme.
- 5.11 As a final matter to be addressed in relation to the submitted documents, the Applicant highlights that the amendments to the DCO discussed at section 4 and paragraph 5.35 of the Applicant's response to the Second Information request have not been included the two versions of the DCO submitted. This is because those changes are not included in the base versions which have been amended. Nonetheless, the Applicant confirms that it has no objection to any or all of those amendments being included in any Order which is to be made by the SoS.

6. THE ENVIRONMENT ACT 2021 AND THE BIODIVERSITY NET GAIN REQUIREMENT

- 6.1 Subsequent to the receipt of the Third Information Request and the passing of the Environment Act 2021 into law on the 9th November 2021, the Applicant has been contacted by Winchester City Council who have requested clarification regarding whether the Proposed Development is now required to meet the biodiversity gain objective for NSIPs.
- 6.2 To assist the SoS with his decision-making and in the interest of addressing any comments which may be raised in this regard by IPs, a summary of the position as understood by the Applicant and its legal advisors is as follows:
- 6.2.1 Section 99 and Schedule 15 of Part 6 to the Environment Act 2021 relate to biodiversity net gain in nationally significant infrastructure projects, with section 99 in essence providing that Schedule 15 makes provision about biodiversity gain in relation to development consent for nationally significant infrastructure projects.
- 6.2.2 Schedule 15 provides that the Planning Act 2008 will be amended to confirm that the SoS must decide an application in accordance with a biodiversity gain objective included within a National Policy Statement ("**NPS**") where the project in question is subject to one and that NPS includes a 'biodiversity gain statement', or within a separate biodiversity gain statement where no NPS has effect in relation to the development for which an application for development consent is made. The remainder of the Schedule sets out what is to be included in a biodiversity gain statement, how that is to be incorporated into NPSs on future reviews or, where no NPS is applicable to a description of development, how a biodiversity gain statement may be issued in relation to such development.
- 6.2.3 With regard to what a biodiversity gain statement must include, this must:
- (A) set out a biodiversity gain objective for the relevant description of development; and
 - (B) set out that, where development consent order applications are made for any development of that description during a period specified in the statement, the development must meet that objective.
- 6.2.4 A biodiversity gain objective is an objective that the biodiversity value attributable to development to which a biodiversity gain statement relates exceeds the pre-development biodiversity value of the onsite habitat by a percentage specified in the statement. The percentage to be specified must be at least ten percent.
- 6.2.5 Section 147 of the Environment Act 2021 relates to commencement and confirms when each section of the Act will come into force. With regard to Part 6 of the Environment Act 2021, section 147(3)(s) provides that Part 6 of the Environment Act 2021 (nature and biodiversity) will come into force on such day as the Secretary of State may by regulations appoint.
- 6.2.6 Part 6 of the Environment Act 2021 is therefore not currently in force and there is not a set date for when it will be. Further, with regard to transitional provisions section 148(1) provides that the Secretary of State may by regulations make transitional or saving provisions in connection with the coming into force of any provisions of this Act.
- 6.2.7 Accordingly, whilst the Environment Act 2021 has passed into law, before the biodiversity net gain provisions have effect regulations to bring those into force must be passed and a biodiversity gain statement containing a biodiversity gain objective of not less than ten percent relevant to energy projects will need to be issued and consulted upon prior to its adoption.
- 6.2.8 It is also expected that transitional provisions will be enacted which exclude from the biodiversity net gain requirement applications already made / in the course of being determined because of the consequence of that requirement applying at that stage.

- 6.3 On the basis of the above, there is not currently a legal obligation for the Proposed Development to deliver a biodiversity net gain of not less than ten percent.
- 6.4 Furthermore, it is also expected that transitional provisions will be enacted which address the application of the biodiversity net gain requirement for projects where applications have already been made / which are in the course of determination.
- 6.5 Information regarding how the Proposed Development has taken opportunities to conserve and enhance biodiversity, informed by baseline and post-development calculations of biodiversity units using Biodiversity Metric 2.0 (Natural England 2019) and which provides an indication of the biodiversity outcomes for the Proposed Development, is provided within the Biodiversity Position Paper (REP3-012).

7. OTHER MATTERS RAISED IN IP SUBMISSIONS

7.1 Information confirming the need for ORS as part of the proposed development

7.2 Within submissions made by Portsmouth City Council dated 30 September 2021 (the '**PCC Submission**') in response to the submissions of the Applicant to the Secretary of State's Second Request for Further Information the need for the ORS as part of the Proposed Development is questioned. Whilst it is considered by the Applicant that it has adequately addressed the need for the ORS where commercial use of the spare capacity in the fibre optic cables is not consented, in response to the PCC Submission and so as to ensure the Secretary of State is in no doubt as to the need for the ORS to be included as part of the Proposed Development further clarification of why the ORS are needed is provided.

7.3 Each of the two HVDC power cables (individual circuits) associated with AQUIND Interconnector fundamentally rely on a fibre-optic communication link between the two ends of the HVDC circuit in order to provide real-time control and indication signals. Each HVDC link (circuit) requires signals transmitted in the fibre-optic cables (FOC) to determine the electrical power flow controls needed at the associated converter stations that connect the two national electricity grid systems (between France and the UK). Each HVDC circuit also requires (self) protection signals to be transmitted in the FOC as quickly as possible in the event of system fault detection, so that protective circuit breaking equipment knows to operate and prevent sustained electrical fault conditions that would lead to more significant damage to the HVDC assets in such an event, requiring a much more significant repair.

7.4 Due to the long distance of the AQUIND Interconnector's HVDC circuits (circa 150 miles), it is probable that the overall circuit distance between HVDC converter stations will exceed the maximum lengths that presently available digital fibre optic signal generation and amplification equipment can transmit over without the need for intermediate signal regeneration. Therefore, it is likely that intermediate digital fibre optic signal regeneration equipment will be needed close to the shore line (bringing the longest un-regenerated FOC signal transmission length over the circuit route down to circa 116 miles) to keep the digital signal attenuation/degradation within acceptable and reliable limits for correct and safe HVDC circuit operation.

7.5 It has previously been acknowledged by the Applicant, at paragraph 7.3 of the Statement in Relation to FOC (REP1-127) that "*Although there could be an opportunity to use technology that would not require amplification, this would limit the final technology choice and there would be uncertainties regarding the effectiveness of the FOC infrastructure in those circumstances, particularly whether it could adequately and reliably perform its support function in connection with the primary use of the Converter Station*". Accordingly, the Applicant has consistently confirmed that ORS must be provided for as part of the Proposed Development so as to ensure an operable scheme.

7.6 Why ORS are included for the proposed development when they do not feature in other interconnectors

7.7 At paragraphs 1.2 and 1.3 PCC raise that there is evidence of interconnectors operating without ORS or similar onshore amplification equipment. Whilst the Applicant is limited in its ability to comment on the specifics of other projects where it does not hold all relevant technical information to do so, further clarification is provided below regarding why onshore amplification equipment is required for the Proposed Development where this has not been required for other interconnectors.

7.8 Under certain circumstances (as is typical with standalone sub-sea FOC commercial telecommunication links), it is possible to use compact 'in-line' signal regeneration equipment (repeaters) that can be partially integrated with the FOC cable structure along the cable route and buried underground or laid on the sea bed (in the case of sub-sea links).

7.9 Such in-line repeaters are powered by electrical conductors integrated within the FOC that is connected to an electrical power source on land. However, as the FOCs associated with the Proposed Development will be laid in the marine environment in the same cable bundle

as monopole HVDC cables over a long distance (circa 150 miles), electromagnetic field effects from the HVDC cables will likely cause damaging (to the repeater equipment) electrical and/or thermal effects to be induced in the FOC electrical conductor that would need to be integrated into any such FOC system that used in-line signal regeneration/repeaters.

- 7.10 It may be possible for other HVDC interconnectors that use bi-polar HVDC cable systems to use in-line repeaters, as the electromagnetic effects are self-cancelling in a bi-polar system. However, as the Proposed Development uses a monopole-based system, electromagnetic inducted effects have to be taken into consideration in the engineering of the associated FOC. Furthermore, in-line regeneration systems are generally significantly less preferable for critical infrastructure, as they are more difficult to repair and restore quickly in the event of fault or damage occurring. For these reasons, ORS to house the electronic fibre optic cable signal regeneration equipment in secure buildings is proposed as part of the Proposed Development.
- 7.11 **Further clarification regarding why two ORS are required**
- 7.12 Within the PCC Submission it also questioned why two ORS are required and more specifically, why the equipment for both HVDC circuits cannot be located in a single ORS building. Further clarification, so as to unequivocally address this matter for the Secretary of State, is provided below.
- 7.13 As the Proposed Development consists of two fully independent HVDC circuits – intended to be fully independent in order to provide resilience for the power flows between the UK and France and limit how much power loss may occur to the respective electricity grids from a single point of failure – it therefore also requires fully independent fibre-optic communication infrastructure for each HVDC circuit. Hence, each HVDC circuit and associated fibre-optic cable is laid with physical separation from the other HVDC circuit for the entire 150 mile route.
- 7.14 It is necessary to house the FOC signal regeneration equipment in physically separate buildings that maintain the physical separation of the two HVDC circuits. The physical separation (with an air gap) is highly important in order that events such as fire, low voltage power supply (to regeneration equipment) failure, building structural failure, or water ingress do not affect the FOC equipment for both HVDC circuits (which could cause full shutdown, as a default safety precaution), such that at least half of the interconnector capacity can be maintained for supply to the UK electricity grid in such scenarios. Housing the signal regeneration equipment in a single building would fundamentally undermine the resilience of the Proposed Development.
- 7.15 Once commissioned, AQUIND Interconnector will create the largest (in terms of megawatts of power, at 2,000MW) HVDC link in the UK, across its two 1,000MW HVDC circuits. This is significantly larger than most existing HVDC interconnectors in the UK (except for IFA 1) and any other future planned HVDC interconnectors (mostly maxing out at 1,400MW). As a result, its reliable operation will be highly important to the security of the UK electrical power grid and provision of affordable and sustainable energy to GB consumers.
- 7.16 The availability and reliability of interconnectors is a principal factor and consideration in their development as their key value is to provide transmission services at any given moment the demand for transmission between markets arises. That might happen due to increased demand in one market or the unavailability of other suppliers. In addition to their market integration function interconnectors play an important role in security of energy supply. In GB, security of supply services are secured via the capacity market mechanism. Due to the importance of ensuring security of supply for GB consumers, the conditions of the capacity market are such that capacity providers are penalised for failing to deliver on capacity obligations¹. Similar arrangements will also apply to the provision of various ancillary services, such as frequency response and black start services, to national transmission system operators.

¹ The Electricity Capacity Regulations 2014, Regulation 41.

- 7.17 There is therefore a clear benefit for both GB consumers and operators of interconnectors in reasonably maximising the availability and reliability of such projects. The approach of utilising two parallel poles similar to the Applicant's is a well-recognised approach to increase the overall availability and reliability of interconnectors. Besides IFA 1 Interconnector between GB and France, it is applied at both INELFE interconnectors between France and Spain and the Piedmont – Savoy interconnector between France and Italy.
- 7.18 An example of how this approach to the design of the interconnectors increases reliability and availability is the failure at one of the poles of the IFA Interconnector that occurred in September 2021. The second pole was unaffected by that failure event and able to continue operation. In an earlier incident in relation to IFA Interconnector a ship's anchor dragging along the seabed damaged 4 out of the 8 submarine cables, but due to the segregation of the cable circuits only resulted in a loss of 50% of the transmission capacity.
- 7.19 The PCC Submission, at paragraph 1.11 also queries why internal compartmentalisation of the equipment cannot be achieved which would reduce the land-take for the ORS and thus the extent of land which compulsory acquisition powers are sought in relation to.
- 7.20 Taking into account the significant and critical nature of AQUIND Interconnector to the UK energy supply there is no solution other than a physical air gap that provides equivalent protection from adverse events (and subsequent required remedial actions) to FOC equipment for one circuit affecting the equipment associated with and the operation of the other circuit. A compartmentalised solution, for example, would not provide the same level of protection for preventing fire spreading from one set of equipment to the other as separate buildings separated by an air gap and also maintaining the operation of the second pole during the emergency and repair works.
- 7.21 **Compliance with relevant fire safety regulations**
- 7.22 The Applicant acknowledges that the Control of Pollution (Oil Storage) (England) Regulations 2001, whilst relevant to the fuel storage tanks located at the ORS, are concerned with preventing water pollution and do not specifically relate to fire safety.
- 7.23 With regard to fire safety, the clearance distance of 2m has been legitimately identified with regard to fire safety guidance and regulations, specifically the general provisions of the Regulatory Reform (Fire Safety) Order 2005 and to Part J (Combustible Appliances and Fuel Storage Systems) of The Building Regulations 2010 ("Building Regulations"). Part J provides general guidance for heating fuel and oil tanks up to 3500 Litres and the required clearances from dwellings, which recommends at least 1.8m. Whilst Part J refers to domestic properties, it is the most relevant guidance for best practice on fire safety clearances for similar fuel storage.
- 7.24 Also of relevance is the health and safety guidance in relation to the storage of flammable liquids in tanks (HSG176) published by HSE. This guidance identifies on page 22 recommended minimum separation distances for small tanks, being tanks with a diameter of less than 10 metres. In relation to the fuel storage tanks required for the ORS, which have a tank capacity of 1.5m³, a minimum distance of 4m is recommended from site boundaries, buildings, process areas and fixed sources of ignition.
- 7.25 As the ORS buildings are normally unmanned and the separating walls within this distance will be fire-rated (due to containing the generator), it was considered that a distance of 4m would be excessive and lead to the site being made unnecessarily larger. Hence, a 2m separation has been provided for, noting that the 1.8m specified in Part J of the Building Regulations is a recommended minimum and it was considered prudent to allow for at least a small margin above this minimum clearance.
- 7.26 **8 metre separation distance**
- 7.27 At paragraph 1.8 of the PCC Submission the need for a separation of 8m between the rear of the enclosure for each diesel generator within the ORS compound and north perimeter fence is questioned.

- 7.28 The Applicant would highlight that the existing ash tree identified in the PCC submission (being the single mature tree identified at paragraph 13.2.13 of the Outline Landscape and Biodiversity Strategy (REP8-015) and identified by reference T6 within the Arboriculture Report on page 54 of 55 of Appendix B – Tree Schedule, contained therein (REP7-073)) is 10m in height. This tree is located approximately 2 metres outside and to the west of the proposed security fence surrounding the ORS Compound. The location of critical infrastructure within the ORS Compound, approximately 10-12 metres from the tree at its closest point, has been designed to ensure that there is sufficient distance between the tree and infrastructure, to avoid damage to equipment should the tree fall.
- 7.29 The Applicant would also identify that new landscape mitigation planting, incorporating hedgerow trees, is proposed around the boundary of the ORS. It can be expected that during the lifetime of the Proposed Development such trees will grow in height and may reach a height close to 8m at 20 years². The Applicant would lastly highlight that, with this clearly in mind, it is specified at paragraph 1.6.4.1 of the Outline Landscape and Biodiversity Strategy (REP8-015) that "*trees shall be offset 8m from the ORS Building(s) within the Order limits*". For these reasons an 8m separation distance has continued to be incorporated in the indicative ORS design, as has been the case since the original submission of the Application for the Proposed Development in November 2019³. The indicative 2m separation distance shown on sheet 4 of the Indicative optical Regeneration Station(s) Elevations and Floor Plans was based on a landscaping scheme which did not include hedgerow trees.
- 7.30 **Compulsory acquisition as a last resort**
- 7.31 At paragraphs 1.4 and 1.13 of the PCC submission it is also suggested that the proposed compulsory acquisition is not as '*a last resort*'. This reference is understood to be taken from paragraph 2 of the Guidance on Compulsory purchase process and the Crichel Down Rules, published by MHCLG July 2019. The relevant full paragraph in this regard states:
- "Compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects. However, if an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost. Therefore, depending on when the land is required, it may often be sensible, given the amount of time required to complete the compulsory purchase process, for the acquiring authority to:*
- (A) *plan a compulsory purchase timetable as a contingency measure; and*
- (B) *initiate formal procedures"*
- 7.32 The Applicant has been seeking to acquire the land rights required from PCC by negotiation since 2018, with meetings held throughout 2018 and 2019 regarding the proposals and heads of terms first issued in February 2020. Whilst the parties have continued to progress the heads of terms in relation to the acquisition of land and rights since the end of the Examination and the Applicant is hopeful these will be agreed in the near future, agreement has not yet been reached between the Applicant and PCC. It is therefore the case that in the circumstances compulsory acquisition is proposed as a last resort.
- 7.33 It should also be noted that the same "last resort" text is not included in the relevant guidance on compulsory acquisition applicable to the Act, which instead identifies at paragraph 25 that "*Applicants should seek to acquire land by negotiation wherever practicable. As a general rule authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail*". The Applicant has complied with the relevant guidance in this regard.

² See Table 13 of Appendix 15.7, Rev 002 – Landscape Schedules, Planting Heights and Image Board (REP6-029)

³ See paragraph 1.5.4.1 of revision 001 of the Outline Landscape and Biodiversity Strategy (APP-506) and Sheet 3 of revision 001 of the Indicative optical Regeneration Station(s) Elevations and Floor Plans (APP-016).

Appendix 1

WSP minutes of meeting between the Applicant, Coastal Partners and Portsmouth City Council on 28 October 2021



Meeting Agenda and Minutes

PROJECT NUMBER	62100616	MEETING DATE	28 October 2021
PROJECT NAME	Aquind Interconnector	VENUE	MS Teams
CLIENT	Aquind	RECORDED BY	CA
MEETING SUBJECT	Aquind and Coastal Partners Working Alignment Discussion		

ATTENDEES	Caroline Timlett, CT (Coastal Partners) Amy Conway, AC (Coastal Partners) Nicola Reid, NR (Coastal Partners) Vicki Offen (Coastal Partners) Terence Gretton, TG (Mackley) Ian Cunliffe (Portsmouth City Council) Kieran Laven (Portsmouth City Council) Vernon Nash (Portsmouth City Council) Vladimir Temerko, VT (Aquind) Kirill Glukhovskoy, KG (Aquind) Elena Ivanova, EI (Aquind) Martyn Jarvis MJ, (HSF) Alan O'Sullivan, AOS (Avison Young) Martin Devine, MD (WSP – Project Manager) Cassie Fountain, CF (WSP – Planning) Paul Hudson, PH (WSP – Engineering) Chidinma Agwu, CA (WSP – Engineering)
APOLOGIES	Fernando Lopes (Portsmouth City Council)
DISTRIBUTION	As above
CONFIDENTIALITY	Public

ITEM	SUBJECT
1	<p>Introduction of all in Teams Call.</p> <p>MD noted that the last meeting between Aquind and CP had been held 9th February 2021, during the DCO Examination. A meeting scheduled for April 2021 had been mutually agreed between CT (CP) and MD (WSP), but this was postponed with a meeting to be arranged after the 8th of September 2021, post the original date of the anticipated SoS decision. As the SoS's decision has now been postponed until January 2022, it was agreed to have this update meeting on the 28th October 2021.</p> <p>MD advised that, given the delay in the determination of the DCO Application by SoS, that AQUIND would not be anticipating to undertake works in the April – September period 2022, and that the overlapping works between Coastal Partners and AQUIND would now only be from April 2023 onwards.</p> <p>It was raised by MD (WSP) that minutes from the meeting in February 2021 with edited comments were issued to PINS without the Aquind's awareness and therefore no opportunity to review and comment was provided. It was requested that, going forward, CP and PCC share comments for review and comment prior to issuing to PINS and/or the SoS.</p>

<p>2</p>	<p>Coastal Defence Works Progress</p> <p>TG (Mackley) provided an update of the progress of work, advising the completion of the coastal defence works southwards of Kendall's Wharf, Compound 1, to the Caravan Park, and preparation for next year for work past Harbourside Caravan Park to the Harvester, access track and turning bay, including access track/concrete slab prep work for access at Langstone Harbour Viewing Car Park.</p> <p>Regarding CP Compound 6 (located south of Langstone Harbour Viewing Car Park at the northern end of Milton Common), TG (Mackley) advised that the area was fenced off in preparation for future works. This area is needed for 2022 and 2023.</p> <p>CT (CP) noted that CP possibly has more up to date landscaping plans and will pass these on to MD and CF (WSP). [Action: CP]</p> <p>CT (CP) concluded that CP works are on target and on programme.</p>
<p>3</p>	<p>Overlapping Works AQUIND and Coastal Defences</p> <p>Kendall's Wharf Compound, Compound 1.</p> <ul style="list-style-type: none"> ➤ It was highlighted in meetings earlier in the year that there had been discussions on options for Aquind contractors and Coastal Partners (CP) to share Compound 1, with Aquind's responsible for covering associated costs for the relocation of CP offices to be set out in the Works Co-Operation Agreement. ➤ It was advised by CT (CP) that, on reflection following the meeting in February 2021, the concept plan provided by Aquind was not considered to provide enough space, and that CP would need to continue to operate in that area. With the Aquind works delayed until 2023, a sharing solution of compound 1 could be more easily achieved. MD (WSP) advised that Aquind contractor's office could be positioned to suit but the HDD drilling point locations would need to be maintained and the overall layout would need further input from tenderers in order to be refined. That process would be part of agreeing the proposed method statements to be secured by the Works Co-operation Agreement. ➤ It was requested that CP provide the commented drawings in which WSP had shown the positioning with CP identifying the areas which are considered to present issues. [Action: CP] ➤ MD (WSP) will re-issue drawing which indicated where drills, equipment and workspaces along with CP offices and equipment. It had also been considered that the southern area was a public car park which Coastal Partners were concerned that they would not have access to or would need to rent from PCC. [Action: MD, WSP] <p>Cable Construction route period</p> <ul style="list-style-type: none"> ➤ With respect to the cable route south of Kendall's Wharf, as an example, MD (WSP) clarified that the 12 weeks duration shown for the works period did not mean the full area would be occupied for that full duration. PH (WSP) provided an overview of the overall cable installation and its sequential nature. <ul style="list-style-type: none"> ○ The cables are installed in ducts. ○ The ducts are installed in a progressive way with the work site moving progressively along the section under construction at a rate of 10 to 50 metres a day depending on the ground conditions and number of services etc.. ○ The ground will be excavated, ducts installed and backfilled in a continuous operation after which access across the trench will be possible. As an example - for a 10m wide compound access road it is expected that the cable duct construction activities would take 1 day after which access would be unrestricted. It is also expected that, if necessary and in permissible locations, this work could be carried out overnight or during times when CP did not require access to the compound (weekends for example) to mitigate any disruption to CP works. ○ With respect to the situation where an indicative joint bay position has been shown within a CP compound it was advised that the joint bay does not need to be constructed at the same time as the ducted installation. This can, and often is, done just prior to

	<p>commencement of the cable pulling installation and jointing works. It was anticipated that the cable joint bay works can be flexibly programmed to minimise disruption to ongoing CP works.</p> <ul style="list-style-type: none"> ➤ It was suggested that a note/document be provided to show how it is anticipated the cable duct installation works will be carried out, with a breakdown of how works will be in two week periods. ➤ The reasoning as to why it was necessary to flag the pinch points was explained by NR (CP) and suggested that they would highlight these pinch points. This was confirmed by MD (WSP) to be useful so that alignment can be done between programmes and avoid interruption to essential CP works. [Action: CP] ➤ CT (CP) requested to have the “MEMO – overlapping works” with PCC comments updated with new Aquind dates and explanation of schedules and it would be reviewed against their (CP) programme. It was confirmed that this would be provided by WSP and can then be discussed in another call. In the next call the Compound 1 requirements can be discussed and the relevant engineers (HDD engineers) will be on the call. [Action: WSP to provide updated version of “Memo – Overlapping Works”] <p>Works Co-operation Agreement</p> <ul style="list-style-type: none"> ➤ In response to VN’s (PCC) query as to whether the “MEMO – overlapping works” document which was issued to PINS is the record of what will be agreed between the parties it was explained by MJ (HSF) that the memorandum of understanding provides indicative solutions only and its status is clearly addressed in the draft Works Co-Operation Agreement. MJ also explained that the Works Co-operation Agreement should be entered into so that the requirement for Aquind/WSP and CP/PCC to work together is secured, with the actual solutions to be agreed in the future taking into account the works being undertaken at the time and agreed via the method statements. ➤ It was advised by NR (CP) that PCC comments were included into the “MEMO – overlapping works” submitted to the SoS on 12th August 2021 as it was felt their comments were not reflected in the original version of memo provided by WSP to CP on 11th February 2021. However CF (WSP) highlighted that changes were made by both CP and PCC and the Memo submitted to PINS after the end of the DCO Examination period on 08th March 2021, without an opportunity for Aquind (including HSF and WSP) to review, discuss or respond to CP and PCC’s comments. ➤ It was confirmed by WSP that the tenderers are and will be made aware of the requirements set out in the DCO, and the tendering process ensures that they work in line with the work programmes outlined by the DCO. WSP and HSF confirmed that a Works Co-operation Agreement means that the contractor must work to those requirements. The Agreement would bind AQUIND and the contractors who undertake works on their behalf, in the same way that the DCO does. ➤ MJ (HSF) advised that HSF had not received comments to date with respect to the draft Works Co-operation Agreement despite the ongoing technical discussions and agreements. Nonetheless, MJ agreed to issue an updated draft following the discussion to address points raised by PCC and CP. <p>Post Meeting Note: MJ (HSF) issued a further draft of the Works Co-Operation Agreement to CP and PCC on Tuesday 2 November for comment/agreement. [Copy of Works Co-Operation Agreement dated 02/11/21 attached to these Minutes for reference] [Action: PCC/CP to provide comments on updated draft Works Co-Operation Agreement].</p>
<p>4</p>	<p>Aquind Project Update</p> <p>MD (WSP) advised that SoS decision now delayed until 21st January 2022. In meantime, tendering process is progressing for Lots 1 (Converter Station Contract) and Lot 2 (HVDC Cable Contract). With an anticipated grace period, award of project is now anticipated to be no earlier than Q3 2022. Therefore no works are anticipated to be undertaken during April 2022 to September 2022, and first works in the overlapping works area would not commence until the April – September period 2023.</p>
<p>5</p>	<p>AOB</p> <p>MJ (HSF) further enquired regarding the capacity of Coastal Partners to enter into the Works Co-operation Agreement. NR (CP) advised this would be clarified.</p> <p>Next meeting: 23rd November 2021.</p>

Appendix 2
Updated Memorandum of Understanding



Updated Memorandum of Understanding from Meeting with CP on 28/10/21

TO	62100616	FROM	Cassie Fountain
DATE	12 November 2021	CONFIDENTIALITY	Internal
ATTENDEES	Terrence Gratton - Mackley Caroline Timlett – Coastal Partners Amy Conway – Coastal Partners Nicola Reid – Coastal Partners Ian Cunliffe – PCC Kieran Laven – PCC Vernon Nash - PCC	Kirill Glukhovsky - AQUIND Vladimir Temerko - AQUIND Elena Ivanova - AQUIND Martyn Jarvis - HSF Alan O Sullivan – Avison Young	Martin Devine - WSP Chidinma Agwu - WSP Cassie Fountain – WSP Paul Hudson – WSP Judith Onuh - WSP
SUBJECT	AQUIND: Coastal Partners – Matters to Agree		

Introduction

This Memo has been prepared to progress ongoing discussions with Coastal Partners (CP), and update the position regarding locations where there are potential overlaps with works and programmes for the AQUIND project, and CP's works as part of NPI Coastal Defence works – existing and proposed, between Kendall's Wharf and Milton Common (southern end).

The objective of this Memo is to reach a point where AQUIND and Coastal Partners are content to enter in to a Works Co-Operation Agreement. The Works Co-Operation Agreement would confirm an obligation on both parties to cooperate with each other so that the situation regarding the stage of works for each project can be further considered in advance of AQUIND's works taking place, and for agreement on the way of working which minimises disruption to CP Works to be documented in a method statement. The Co-Operation Agreement would also provide for AQUIND to pay CP's costs associated with the agreement of method statements, incurred in facilitating joint working and in respect of any delay caused to CP works as a result.

The suggested updated draft Works Co-operation Agreement (second draft issued to CP and PCC by HSF on 02/11/2021) covers an obligation to agree the principles of cooperation, and includes items such as:


- Confirming the likely need to cooperate due to potential overlapping works;
- The broad principles of cooperation, noting that the manner in which works will be undertaken in parallel and actions to facilitate this will be agreed by both parties pursuant to the Agreement;
- Notification prior to AQUIND works in any overlapping area no9t less than 3 months in advance of any AQUIND works commencing in that area;
- Cost Agreement, to identify that AQUIND will cover the costs associated with any amendments to Coastal Partners' working arrangements during overlapping works and of any delay incurred as a consequence; and
- AQUIND will reinstate land to the condition it was in prior to AQUIND commencing the works (in accordance with DCO Requirement 22).

The Table below is provided to consider each location where there are potential overlaps with works and programmes for CP's works as part of NPI Coastal Defence works and AQUIND's works. The information provided below is based on the indicative programmes for both projects available at this time (11 November 2021). The purpose of the below is to identify potential impacts and solutions for those. The duration of AQUIND works provided below represent the maximum duration of the works in the whole of an overlapping area. These durations have been updated since the previous version of this Table was issued to CP in February 2021, to reflect the impacts of the delay to the determination of the AQUIND DCO Application. The AQUIND DCO Application is now due for determination on 21 January 2022.

The nature of the AQUIND project is that works to install cable ducts will take place in a rolling programme and move through an area at pace, so as to impact parts of the area for part of the duration rather than the whole of the overlapping area for the whole duration indicated. The cable duct installation process will take place one circuit at a time within the working constraints and in accordance with the controls to be provided by the DCO and the associated control documents.

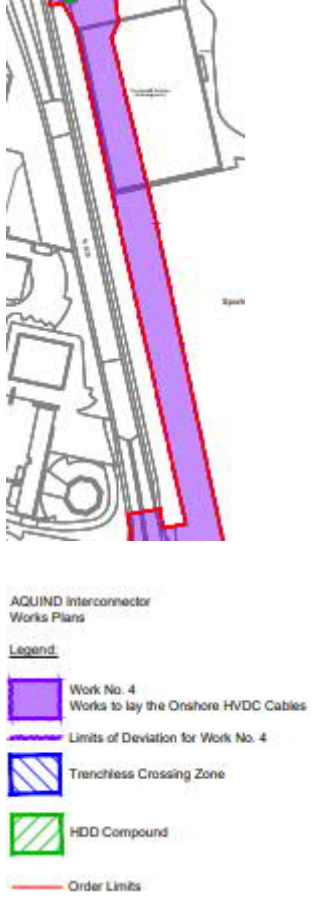

The information provided below includes details referred to in the following documents:




- Framework Traffic Management Strategy Report, [AS-072] Document Ref 6.3.22.1A, ES Volume 3, Rev 004, dated 23/02/2021. <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020022/EN020022-003764-6.3.22.1A%20Framework%20Traffic%20Management%20Strategy%20Rev004%20Clean.pdf>
- Joint Bay Feasibility Report, [REP7-073] Document Ref 7.9.26, Rev 001 dated 21/01/2021. (<https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020022/EN020022-003537-7.9.26%20Joint%20Bay%20Feasibility%20Report.pdf>)

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
<p>Kendall's Wharf Compound</p>  <p>Legend</p> <ul style="list-style-type: none"> Work No. 4 Works to lay the Onshore HVDC Cables Limits of Deviation for Work No. 4 Trenchless Crossing Zone HDD Compound Order Limits 	<p>CP's Compound 1 Sept 2019 – Sept 2023</p>	<p>Apr 2023-Sept 2023 Apr 2024-Sept 2024</p> <p>Works: HDD3 compound for Broom Channel crossing to Farlington Playing Fields and approx. 2 weeks for cable duct installation.</p> <p>Duration of works: 26 weeks in 2023 and 26 weeks in 2024</p> <p>Dates updated as Aquind will not occupy the area between Apr 2022 to Sept 2022. Aquind now likely to start work here Apr 2023.</p>	<p>Apr 2023-Sept 2023 (26 weeks)</p>	<p>Share compound location by dividing up the area available for use and, if needed, discuss the potential relocation/re-orientation of facilities on site to ensure both projects can progress (including the timing for such works).</p>	<p>Agreed in Principle</p> <ul style="list-style-type: none"> Relocate CP portacabins within Kendall's Wharf. Kendall's Wharf compound split for shared but separate compound utilization and access, with separate car parks Method statement provision prior to works commencements Time frames of no less than 3 months to be given by Aquind prior to works commencements <p>Feb 2021 discussion in relation to above agreements</p> <p>MD tabled the most recent drawing prepared by Stockton Drilling and identified the overlapping requirements for land at Compound 1. This showed overlapping requirements for the HDD working area with the north-east corner of the CP Office location, and parking at the northern end of Compound 1, where CP have their access and parking area.</p> <p>MD asked whether CP would be amenable to amending the layout of their office at the site – possibly turning through 90 degrees and relocating it towards the eastern side of the site as far as possible? AQUIND confirmed cost would be borne by AQUIND for relocation of offices.</p> <p>CP advised that they would need to look in to ground conditions because office is on concrete pads.</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> AQUIND to cover cost for relocation of work compound, and relocation required due to AQUIND activities <p>Method statement provision prior to works commencements, subject to:</p> <ul style="list-style-type: none"> agreement by AQUIND and CP alignment of AQUIND and CP works activities <p>Time frames of no less than 3 months to be given by AQUIND prior to works commencements subject to:</p> <ul style="list-style-type: none"> agreement between AQUIND and CP, alignment of AQUIND Programme and CP programme, and alignment of AQUIND and CP works activities <p>Co-operation Agreement and construction works agreement to be drafted, subject to:</p> <ul style="list-style-type: none"> agreement between AQUIND and CP, alignment of AQUIND Programme and CP programme, and alignment of AQUIND and CP works activities 	<p>In response to PCC August 2021 comments, Aquind does not believe there is a need for CP to relocate from Kendall's Wharf and has provided a further proposal where both CP and Aquind can co-exist within the Compound 1 area.</p> <p>Aquind has issued two drawings to CP on 09.11.21 detailing proposals where both CP and Aquind can co-exist, having the CP and Compound 1 area split within the area.</p> <p>Drawing 12731-WIE-ZZ-XX-DR-C-90110-A02_MD_Markup_091121_01 provides a breakdown of the area space and the use of the given areas consisting of;</p> <ul style="list-style-type: none"> Aquind access point to proposed Aquind compound car park area HDD drill and rig working area HDD drilling access for vehicle and rig manoeuvring Aquind required laydown area proposed relocation of CP office (90 degrees rotated and placed south of the compound) Proposed CP parking Proposed location for CP laydown and storage facility <p>The second drawing 12731-WIE-ZZ-XX-DR-C-90110-A02_MD_Markup_091121_02 details the overall area space and how the two CP and Aquind compounds are proposed to be split to accommodate both companies being present at the same time.</p> <p>Aquind are willing to work with CP by providing information of forecasted works expected no less than 3 months prior to works being undertaken. This was agreed during our February 2021 meeting and this requirement was included within the draft of the Cooperation Agreement issued in February 2021, by virtue of the need to submit Method Statements for agreement not later than 3 months prior to the intended date of commencement of AQUIND works in an overlap area (Clause 3.2).</p> <p>The draft Works Co-operation Agreement had been updated taking account CP and PCC latest comments and was resubmitted to CP and PCC for review and acceptance on 02 November 2021.</p>


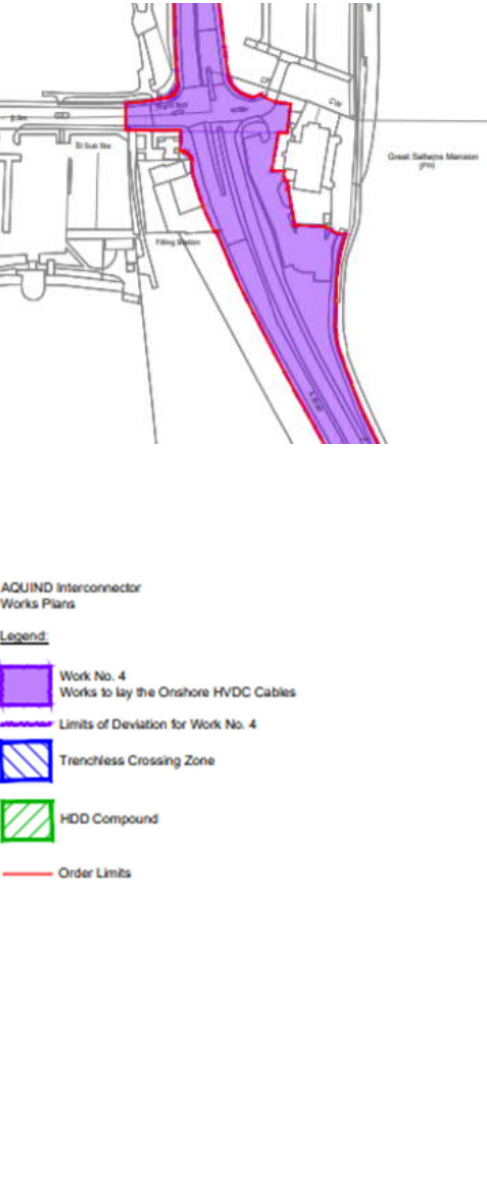
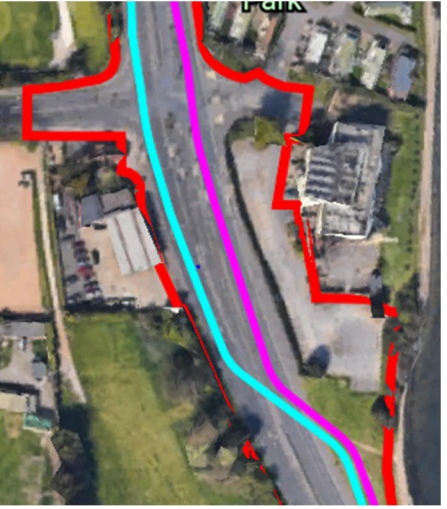
Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
					<p>TG noted that with regard to the timing of relocating CP offices, this would need to be done from mid-March 2022, so that offices ready for occupation for the seasonal working time from April – Sept 2022. If offices need to be moved, avoid the April – September periods.</p> <p>CT advised that the principle of rotating office is ok, and does not encroach on the PCC car parking area to the south.</p> <p>CT would need to agree amended area for offices with PCC.</p> <p>CT requested diagram of land – 4 week-decision making process with PCC.</p> <p>VT asked whether CP offices are on site permanently (for whole of construction period up to Sept 2023) or are they dismantled during non-working period?</p> <p>CT advised that the offices are there permanently until Sept 2023.</p> <p>AOS noted that it would be helpful for the office compound moved to the eastern edge of the yard, so to avoid the need to trench under the relocated office.</p> <p>MJ – re the Co-operation Agreement that we are looking for relevant parties to enter in to, would set out a 3 month minimum window for discussions between the parties, preparation of a method statement for timings of agreeing works. (MD also noted that duration is also the minimum appropriate to allow for relevant Permitting</p>		

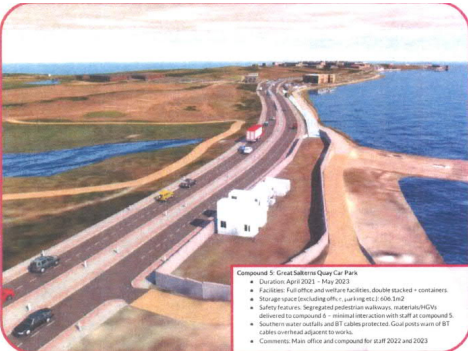
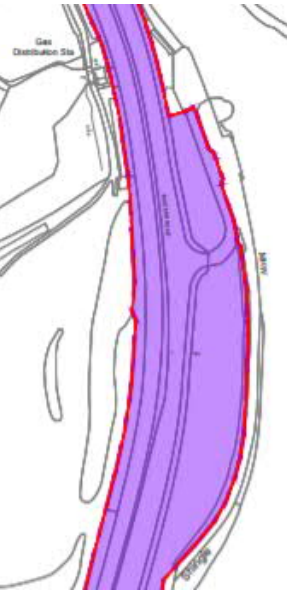
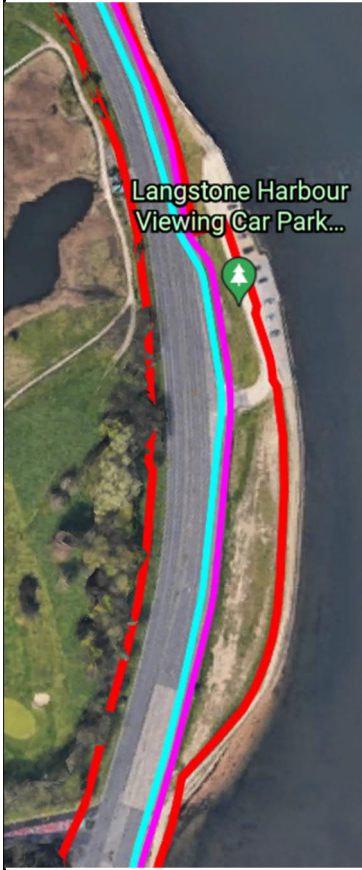
Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
					<p>requirements). The Agreement would capture programme and broad details for the future relationship, and allow the key principles of a way of working to be set out, but the flexibility to deal with overlapping works if/when the situation arises.</p> <p>MD – With regard to CP's car parking and access to Compound 1. AQUIND need parking for HDD works area identified in green. This overlaps with CP's area in use.</p> <p>CT confirmed she had already approached PCC to ask if they can take over the car park, so that CP can use southern car park and access. Awaiting response from PCC as to whether that is acceptable.</p> <p>CT noted that separating the two compounds appeared in principle to be an acceptable solution. However, CT noted that if PCC confirm that CP can't have public car park, then we need to revisit.</p> <p>CT has meeting with PCC to discuss in the next week or so. CT to chase up.</p> <p>AOS – haven't had discussions with Kendall's Wharf re their needs for the area.</p> <p>MD confirmed that there was no intent to widen the access in to the Compound 1 area based on the indicative layout being discussed.</p>		




Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
<p>Cable route south of Kendall's Wharf</p> 	<p>Relevant to CP's Compound 1 Sept 2019 – Sept 2023</p>	<p>Works: from Baffin's FC ground, Langstone Harbour Sports Ground.</p> <p>Duration of works: 12 weeks</p>	<p>12 weeks</p>	<p>No likely impact on CP works, other than shared use of CP's Compound 1 area, as discussed above.</p>	<p>Agreed in Principle (applies from Cable route south of Kendall's Wharf through to Milton Common)</p> <ul style="list-style-type: none"> Aquind to cover cost for reorientation of work compound infrastructure if reorientation required due to Aquind activities Method statement provision prior to works commencements In principle agreement required for a programme alignment and for working activities alignment Time frames of no less than 3 months to be given by Aquind prior to works commencements Co-operation agreement to be drafted <p><u>Feb 2021 discussion in relation to above agreements</u></p> <p>MD noted that works in this location would be undertaken at a rate of approx. 30m per day, but will need further alignment when contractor is on board.</p> <p>MD – suggested programming alignment activities as well as well as working activities.</p> <p>TG – Agreed to the need to look at detail of programme nearer the time.</p> <p>TG – Confirmed for compound 2 – using 2021 and 2022 but small.</p> <p>CF noted that AQUIND works would not directly affect CP works, it was just identified that Kendall's</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> AQUIND to cover cost for relocation of work compound, and relocation required due to AQUIND activities <ul style="list-style-type: none"> Method statement provision prior to works commencements, subject to: <ul style="list-style-type: none"> agreement by AQUIND and CP alignment of AQUIND and CP works activities Time frames of no less than 3 months to be given by AQUIND prior to works commencements subject to: <ul style="list-style-type: none"> agreement between AQUIND and CP, alignment of AQUIND Programme and CP programme, and alignment of AQUIND and CP works activities 	<p>As shown in the illustrative google maps screenshot below, the cable route south of Kendall's Wharf, Plot 8-03 will have the HVDC Cables routed through the 2 no. football pitches and a cricket pitch.</p>  <p>As mentioned previously during the meeting held on February 2021 between CP and Aquind, the works carried out by Aquind in this section will not affect CP works, other than the shared occupancy of Compound 1, which is addressed directly above this section.</p> <p>Aquind can confirm that although the occupancy of this area is illustrated to be a total occupancy timeframe of 12 weeks, the Aquind project will not be fully occupying this full area over the entirety of the 12 weeks.</p> <p>The HVDC cables are installed in ducts, the cable ducts are installed in a progressive way with the work site moving progressively along the section under construction at a rate of approximately 30m / day in this particular area, as detailed in Aquind's Framework Traffic Management Plan (FTMS), section 2.3.2.1 for grassed areas with light service congestion.</p> <p>Aquind are willing to ensure that CP are informed of any works that are planned to be undertaken in this area a minimum of 3 months prior to the works being performed to ensure full alignment between the two projects.</p> <p>Although it is not anticipated the Aquind project overlaps with the CP project in this area, should there be an emergency situation where CP need access or need to pass over an open working area, Aquind would work with CP in finding a workable solution by means of installing temporary steel plates for safe and controlled passage.</p>



Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
<p>Langstone Harbour Sports Ground car park</p>   <p>AQUIND Interconnector Works Plans</p> <p>Legend:</p> <ul style="list-style-type: none"> Work No. 4 Works to lay the Onshore HVDC Cables Limits of Deviation for Work No. 4 Trenchless Crossing Zone HDD Compound Order Limits 	<p>CP's Compound 3 (mostly used for materials and plant) April 2020-Sept 2022</p>	<p>Works: cable route and potential joint bay locations</p> <p>Duration of Works: 2 weeks</p>	<p>2 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary reorientation of facilities in CP Compound 3 for a maximum of 2 weeks.</p>	<p>Wharf compound may be used to facilitate working in this section of the route.</p> <p><u>Feb 2021 discussion in relation to potential agreements</u></p> <p>CF identified there is flexibility in the cable route within the Order Limits, and suggested a solution could be to route the cables to avoid CP compound 3. However, the precise location of cable ducts would not be available until further investigations are undertaken by the contractor and would take into account all relevant factors.</p> <p>MD noted that this was a location where programme alignment would be required, as well as design alignment – 3 months' notice as per Co-operation Agreement mentioned previously.</p> <p>TG asked when will AQUIND have a more detailed programme.</p> <p>MD advised that Level 2 tender programme so more detail on programme around July 2021.</p> <p>CT confirmed that when CP know what their proposed compound layout is, CP can share it with AQUIND.</p> <p>MD - Any other items that would affect programme?</p> <p>CT/TG – generally this is unknown, CP are trying to keep to programme.</p> <p>VT – Co-operation Agreement is important to set out how to work</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities <p>• Method statement provision prior to works commences, subject to:</p> <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities <p>• Time frames of no less than 3 months to be given by AQUIND prior to works commences subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities <p>• Co-operation Agreement and construction works agreement to be drafted, subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities 	<p>The Aquind works at Langstone Harbour Sports Ground is not expected to start earlier than April 2023 at which point CP works are expected to be finished at this location according to the CP project programme (which CP confirmed remains up to date on time).</p> <p>However, should the CP project programme be extended and the CP and Aquind projects overlap in this area, the cable works undertaken by Aquind here is relatively small, with the overall works expected to be undertaken within a 2-week period.</p> <p>Similar to the cable routed south of Kendall's Wharf, the ducts will be installed in a progressive way with the work site moving progressively along the section under construction at an anticipated rate of 30m / day in grassed areas with light service congestion and 12 to 24m / day where the works are undertaken on the highway at the southern area in line with the information available in Aquind's Framework Traffic Management Plan (FTMS), section 2.3.2.1 for grassed areas with light service congestion and road works.</p>  <p>As shown in the illustrative google maps screenshot the cables may not be installed through the CP compound, however, routed within close proximity of the CP compound location. This is indicative information and subject to Contractor review and decision making, but shows an indicative position.</p> <p>Where the Aquind cables cross the access/exit route to the CP Compound, should it still remain, there are working measures around this to relieve any impact, for example steel plates installed over entrance and exit positions and continual project alignment and engagement discussions which happen regularly between different construction companies working within close proximity of one another.</p>

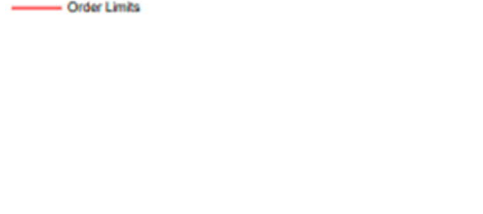
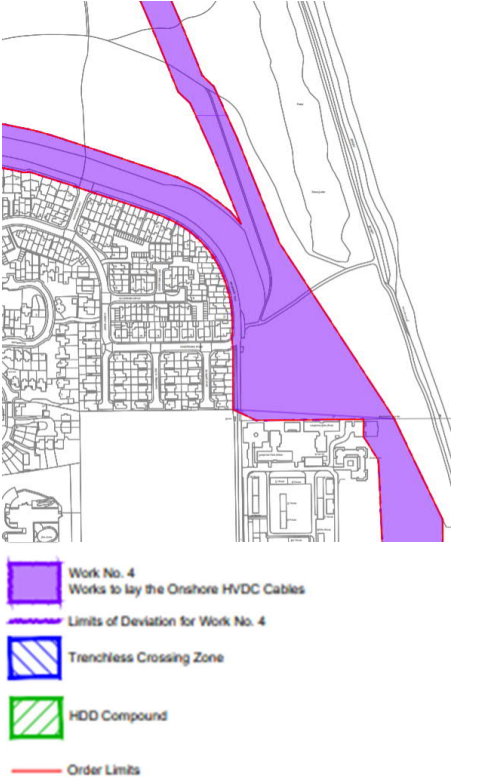
Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
					<p>together to allow works to be undertaken.</p> <p>MJ – can set out principles for cooperation and broad manner of agreement.</p> <p>CA – Can clarify minimum period for programme alignment to be sought? 3 months or more?</p> <p>MD – will want this minimum period agreed with CP and in place before contractors are signed up.</p> <p>NR – Method Statement – who agrees that document?</p> <p>MJ – The document would be agreed between parties within 28 days, if no agreement, then process in place to resolve any dispute. Both parties would work to agree the Method Statement setting out working arrangements, timings etc.</p> <p>MJ – Co-operation Agreement which includes the processes explained, will also refer to the overlap areas and the need for Method Statement for these locations.</p>		<p>Should the CP works be extended for whatever reason, the requirement for method statements and agreement of those via the Co-Operation Agreement would apply. Aquind have therefore agreed to provide 3 months prior notice and method statements to CP for agreement prior to any works planned to be undertaken to ensure there is a working alignment between both parties.</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
<p>Land south of Harvester (Great Salterns Mansion)</p>   <p>Compound 4 Great Salterns Harvester Park</p> <ul style="list-style-type: none"> • Location: April 2021 - Sept 2023 • Facilities: Single floor and surface work - containers • Storage space: Including office, parking etc. (SEE DRG) • Safety Features: Segregated pedestrian routes, underground services protected • Monitoring/Inspection: Separate access through HDD areas from public park. Office welfare unit situated on opposite side of the compound from the park grounds. Main electric power available. • Comments: Very limited space. Compound used largely for storage, no staff car parking. <p>AQUIND Interconnector Works Plans</p> <p>Legend:</p> <ul style="list-style-type: none"> Work No. 4 Works to lay the Onshore HVDC Cables Limits of Deviation for Work No. 4 Trenchless Crossing Zone HDD Compound Order Limits 	<p>CP's Compound 4 – for storage April 2021 – Sept 2023</p>	<p>Works: cable route and potential joint bay locations</p> <p>Duration of works: 12 weeks</p>	<p>12 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary reorientation of facilities in CP Compound 4 – duration dependent on AQUIND detailed design but only for works where crossing CP's access to haul road, and potentially for joint bay works, if one is required in this location.</p>	<p>Programming and design alignment and Method Statement required in this location, as discussed above, the Co-operation Agreement will apply.</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities <p>Method statement provision prior to works commences, subject to:</p> <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities <p>Time frames of no less than 3 months to be given by AQUIND prior to works commences subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities <p>Co-operation Agreement and construction works agreement to be drafted, subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities 	<p>The Aquind works at Land south of Harvester (Great Salterns Mansion) are now expected now to start not earlier than April 2023, by which point CP will still be occupying Compound 4 according to the CP project programme.</p>  <p>As shown in the illustrative google maps screenshot the cables and cable ducts may be installed without routing through the CP compound 4, however, the southern end of the Compound 4 has been identified as an indicative joint bay location. The joint bay does not need to be constructed at the same time as the cable ducting installation. This can, and often is, done just prior to commencement of the cable pulling installation and jointing works. It is anticipated that the cable joint bay works can be flexibly programmed to minimise disruption to ongoing CP works.</p> <p>For information, it is anticipated to take approximately 4 working weeks to install a joint bay of this type, should there be a need to align with CP due to both projects being present at this location.</p> <p>The Aquind cable ducts will be installed in a progressive way with the work site moving progressively along the section under construction at a rate of around 12 to 24m / day in this area.</p> <p>Where the installation of the Aquind cable ducts cross the CP Compound 4 access/exit route, there are working measures around this to relieve any impact, for example 24 hours working patterns in this location which would allow this work to conclude in a timely manner outside of CP working schedule, however, it should be noted Aquind cannot undertake any noisy activities between 10pm and 7am outside the Harbourside Caravan Park and the residential flat above the Great Salterns Mansion Harvester. Steel plates may also be installed over entrance and exit positions and continual project alignment and engagement discussions</p>

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							<p>which happen regularly between different construction companies working within close proximity of one another.</p> <p>The requirement for method statements and agreement of those via the Co-Operation Agreement would apply. Aquind have therefore agreed to provide 3 months prior notice and method statements to CP for agreement prior to any works planned to be undertaken to ensure there is a working alignment between both parties</p>
<p>Great Salterns Quay Car Park</p>  	<p>CP's Compound 5 (main office and welfare for staff)</p> <p>April 2021 – Sept 2023</p>	<p>Works: cable route and potential joint bay locations</p> <p>Duration of works: 17 weeks</p>	<p>17 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary reorientation of facilities in CP Compound 5 - duration dependent on AQUIND detailed design and for works where crossing CP's access to compound</p>	<p>Programming and design alignment and Method Statement required in this location, as discussed above, the Co-operation Agreement will apply.</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities <p>• Method statement provision prior to works commences, subject to:</p> <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities <p>• Time frames of no less than 3 months to be given by AQUIND prior to works commences subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities <p>• Co-operation Agreement and construction works agreement to be drafted, subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities 	<p>The Aquind works at Great Salterns Quay Car Park are now not expected to start before April 2023 by which point CP will still be occupying Compound 5 according to the CP project programme.</p>  <p>As shown in the illustrative google maps screenshot the cables and cable ducts may be installed not routing through the CP compound 5, however, the northern end of the Compound 5 has been identified as an indicative joint bay location. The joint bay does not need to be constructed at the same time as the cable ducting installation. This can, and often is, done just prior to commencement of the cable pulling installation and jointing works. It is anticipated that the cable joint bay works can be flexibly programmed to minimise disruption to ongoing CP works.</p> <p>As mentioned above at Compound 4 it is anticipated to take approximately 4 working weeks to install a joint bay of this</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
							<p>type, should there be a need to align with CP due to both projects being present at this location.</p> <p>Although the total Aquind working period at Great Salterns Quay Car Park is anticipated to last for 17 weeks, this is mainly due to the distance being covered in this section. The Aquind cable ducts will be installed in a progressive way with the work site moving progressively along the section under construction at an anticipated rate of 12 to 24m / day in this area.</p> <p>Where the installation of the Aquind cable ducts cross the CP Compound 5 access/exit route, the measures suggested at Compound 4 to resolve the issue are also valid here as well at Compound 5.</p> <p>The requirement for method statements and agreement of those via the Co-Operation Agreement would apply. Aquind have therefore agreed to provide 3 months prior notice and method statements to CP for agreement prior to any works planned to be undertaken to ensure there is a working alignment between both parties.</p>
<p>Land at northern end of Milton Common</p>  <p>Compound 6 - Milton Common Compound</p> <ul style="list-style-type: none"> • Duration April 2022 - Sep 2022 • Facilities: Full office and welfare facilities, double stacked - containers, • Storage space including office parking and 3 x 20' 20' HD • Safety features: High quality pedestrian walkways, segregated working areas, demarcated parking area for HGVs. • Mechanical services: W/are units positioned on the opposite side to the Project's Main Unit - it is not overburdened and remains as quiet as possible. • Comments: Very large compound, main area for storing gear and pre-Installation reinforcement work 2022 and 2023 	<p>CP's Compound 6 (main office and welfare for staff and significant storage for equipment.)</p> <p>April 2022 – Sept 2023</p>	<p>Works: cable route and potential joint bay locations</p> <p>Duration of works: 11 weeks</p>	<p>11 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP Compound 6 duration dependent on AQUIND detailed design and for works where crossing CP's access to compound</p>	<p>Programming and design alignment and Method Statement required in this location, as discussed above, the Co-operation Agreement will apply.</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities <p>Method statement provision prior to works commences, subject to:</p> <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities <p>Time frames of no less than 3 months to be given by AQUIND prior to works commences subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities <p>Co-operation Agreement and construction works agreement to be drafted, subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities 	<p>The Aquind works at the land at northern end of Milton Common are now not expected to start before April 2023 by which point the CP will still be occupying Compound 6 according to the CP project programme.</p>  <p>As shown in the illustrative google maps screenshot the cables and cable ducts may be installed not routing through the CP compound 6, however, there will be a need for Aquind to have a joint bay within this region due to the near HDD6 works happening nearby. It remains valid at this location that the joint bay does not need to be constructed at the same time as the cable ducting installation. This can, and often is, done just prior to commencement of the cable pulling installation and jointing works. It is anticipated that the cable joint bay works can be flexibly programmed to minimise disruption to ongoing CP works.</p> <p>As mentioned above at Compound 4 it is anticipated to take approximately 4 working weeks to install a joint bay of this</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
							<p>type, should there be a need to align with CP due to both projects being present at this location.</p> <p>Although the total Aquind working period at Land at northern end of Milton Common is anticipated to last for 11 weeks, this is mainly due to the distance covered in this section. The Aquind cable ducts will be installed in a progressive way with the work site moving progressively along the section under construction at a rate of around 12 to 24m / day in this area.</p> <p>Where the installation of the Aquind cable ducts cross the CP Compound 6 access/exit route, the measures suggested at Compound 4 to resolve the issue are also valid here as well as Compound 5.</p> <p>The Aquind HDD 6 laydown area at the southern part of the land at the northern end of Milton Common has been discussed in detail between CP and Aquind and it is outside of the CP Compound 6 area and is not anticipated to cause any disruption during the HDD works to the CP project.</p> <p>The requirement for method statements and agreement of those via the Co-Operation Agreement would apply. Aquind have therefore agreed to provide 3 months prior notice and method statements to CP for agreement prior to any works planned to be undertaken to ensure there is a working alignment between both parties.</p>
<p>AQUIND works adjacent to existing Milton Common Coastal Defences south of CP's Compound 6 –including HDD6</p> 	<p>N/A. CP works already completed in this location.</p>	<p>Works: indicative cable route option including HDD6 under coastal defences at northern end of Milton Common, then running along eastern side of coastal defences until location</p> <p>Duration of works: 21 weeks (including 2 weeks for HDD)</p>	<p>21 weeks</p>	<p>Potential overlap of access via Compound 6 area, if required?</p>	<p><u>Feb 2021 discussion in relation to potential agreements</u></p> <p>TG asked for clarification of size of HDD compound at HDD6?</p> <p>MD/AOS – confirmed compound is smaller than at HDD3 (Kendall's Wharf) – approx. 20m x 20m for HDD6 compound.</p> <p>SS – Noted that there would be a need for space for the laying out of ducts.</p> <p>AOS – We would also use smaller rig for HDD6 than at HDD3.</p> <p>SS – confirmed that the rig at HDD6 would be smaller.</p> <p>CT – will check with PCC who needs to sign it. Likely to</p>	<p>No implications for CP works in this location. However, included for completeness of covering all areas with CP structures near Milton Common.</p>	<p>N/A</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Agreements in Principle identified in February 2021	PCC/CP comments (August 2021)	WSP Comments Nov 2021
					<p>PCC who need to sign as well. CP advise PCC.</p> <p>CT will check as she has meetings with PMO and others at PCC.</p>		
<p>AQUIND works adjacent to existing Milton Common Coastal Defences – southern defences, east of Moorings Way and north of Uni of Portsmouth site</p> 	<p>N/A. CP works already completed in this location.</p>	<p>Works: indicative cable route. Current design anticipates that cable route will be located around rather than under existing coastal defences at southern end of Milton Common (north of UoP land east of Furze Lane).</p> <p>Duration of works: 12 weeks</p>	<p>12 weeks</p>	<p>No overlap of works or access.</p>	<p>No implications for CP works in this location. However, included for completeness of covering all areas with CP structures near Milton Common.</p>	<p>No implications for CP works in this location. However, included for completeness of covering all areas with CP structures near Milton Common.</p>	<p>N/A</p>

Appendix 3

Copy of the draft Co-Operation Agreement issued on 2 November 2021 showing changes made

HSF Draft: ~~12 February~~ 02 November 2021

DATED _____ 2021

(1) AQUIND LIMITED

(2) PORTSMOUTH CITY COUNCIL

(3) COASTAL PARTNERS

WORKS CO-OPERATION AGREEMENT
relating to the AQUIND Interconnector
Order 202[X]

Herbert Smith Freehills LLP

THIS AGREEMENT is made on

2021

BETWEEN:

- (1) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at [OGN House 5 Stratford Place, Hadrian Way London, WallSEND NE28 6HL England, W1C 1AX](#) (the "**Undertaker**");
- (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Walk, PO1 2AL (the "**Council**") and
- (3) **COASTAL PARTNERS** of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX ('**CP**')

WHEREAS:

- (A) On 14 November 2019 the Undertaker submitted the application for the Order to the Secretary of State for Business, Energy & Industrial Strategy in respect of the Authorised Development. The application for the Order was accepted for examination on Thursday 12 December 2019 and the examination commenced on 8 September 2020.
- (B) It is intended that the Undertaker will be the undertaker for the purposes of the Order. The Undertaker intends to construct, operate and maintain the Authorised Development as authorised by the Order.
- (C) The Council is responsible for the delivery of the North Portsea Island Coastal Defence Scheme, between Milton Common, Eastern Road and Kendall's Wharf in Portsmouth in their capacity [**Capacity of the Council in relation to these works to be confirmed**].
- (D) CP is a partnership between four councils (including the Council) who manage 162km of Hampshire's coastline consisting of coastal engineers and officers who lead on coastal issues, such as managing flooding and erosion risk, plan design and manage construction of new coastal defence schemes and inspect, manage and maintain existing coastal assets whilst planning for the future.
- (E) CP is undertaking works to deliver Phase 4B of the North Portsea Island Coastal Defence Scheme between Milton Common, Eastern Road and Kendall's Wharf in Portsmouth on behalf of the Council in areas which are overlapped by the Order Limits and in due course it may be necessary for the works to construct the Authorised Development to be undertaken in areas which are also being utilised by CP in connection with the delivery of Phase 4B of the North Portsea Island Coastal Defence Scheme.
- (F) The Undertaker, the Council and CP acknowledge the need to co-operate with one another in connection with the delivery of the ~~Authorised Development and~~ Phase 4B of the North Portsea Island Coastal Defence Scheme and Authorised Development between Milton Common, Eastern Road and Kendall's Wharf should the works to construct each be undertaken in parallel with one another and are entering into this agreement to document the processes to be undertaken to ensure co-operation between them.
- (G) The parties are entering into this Agreement on the understanding that the Undertaker, the Council and CP will perform the covenants contained herein.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (which includes the recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

"Authorised Development"

has the same meaning as is given to the term "authorised development" in article 2 of the Order and includes the use and

maintenance of the authorised development and construction of any works authorised by the Protective Provisions;

“Confidential Information”

means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and includes information whose disclosure would or would be likely to prejudice the commercial interests of any persons trade secrets, intellectual property rights and know-how and all personal data and sensitive personal data within the meaning of the Data Protection Act 2018;

“CP Works”

means the works to deliver North Portsea Island Coastal Defence Scheme Phase 4B between Milton Common and Kendall’s Wharf, Eastern Road in accordance with Planning Permission Ref No. 19/01368/FUL dated 20 February 2020 issued by the Council, in so far as such works are within the Overlap Areas only;

“Information Acts”

means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;

“Method Statement”

means a method statement detailing how the Undertaker’s Works and the CP Works where to be undertaken in parallel with one another will be undertaken within any of the Overlap Areas and which shall include (but shall not be limited to) as is necessary in relation to such works:

- a) details of the areas of works for each of the Undertakers Works and the CP Works including the extent and location of any work compound areas including scaled drawings showing the same;
- b) details of the areas that will be required for the safe movement of vehicular traffic in connection with the undertaking of such works including scaled drawings showing the same;
- c) details of the estimated programme for the undertaking of the Undertaker’s Works and the CP Works within the relevant Overlap Area [including the programme for the reconfiguration of any CP Works work compound areas](#); **and**

d) details of the reinstatement works to be undertaken by the Undertaker following the Undertakers Works being undertaken (which for the avoidance of doubt shall in no circumstances be required to be a standard which is higher than the standard of reinstatement required by the Order).—; and

e) estimate of the reasonable and proper costs to be incurred by CP to facilitate the Undertakers Works within the relevant Overlap Area (if any);

“Memorandum of Understanding”	means the Memorandum of Understanding appended to this Agreement at Appendix 2 which details indicative proposals for the Undertaker’s Works and the CP Works to be carried out within the relevant Overlap Areas in parallel with one another;
“Order”	means The AQUIND Interconnector Order 202[X] as it is made by the Secretary of State;
“Order Limits”	has the same meaning as is given in the Order;
“Overlap Areas”	means each of the following areas: [all areas of overlap between CP woks and the Order limits are to be stated and plans provided for each to be appended to this Agreement] as shown edged [XXX] on the plans appended at Appendix 1 to the Agreement.
“Secretary of State”	means the Secretary of State for Business, Energy and Industrial Strategy (or any such successor Secretary of State performing that function);
“Undertakers Works”	means the works to construct the Authorised Development by the Undertaker in so far as such works are within the Overlap Areas; and
“Working Day”	means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business.

1.2 In this Agreement, unless stated otherwise:

1.2.1 reference to the masculine feminine and neuter genders shall include other genders;

- 1.2.2 reference to the singular include the plural and vice versa unless the contrary intention is expressed;
- 1.2.3 references to natural persons include firms, companies, corporations, and vice versa;
- 1.2.4 headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation;
- 1.2.5 a reference to a clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix is (unless the context otherwise requires) a reference to the relevant clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix to this Agreement;
- 1.2.6 the recitals, table of contents and headings in this Agreement are for convenience only and shall not affect its construction, interpretation or otherwise have any binding legal effect;
- 1.2.7 reference to “the parties” shall mean the parties to this Agreement and reference to a “party” shall mean any one of the parties;
- 1.2.8 references to “notice” shall mean notice in writing;
- 1.2.9 references to “including” shall mean “including without limitation or prejudice to the generality of any description, defining terms or phrase preceding that word” and the word “include” and its derivatives shall be construed accordingly;
- 1.2.10 the Interpretation Act 1978 shall apply to this Agreement; and
- 1.2.11 references in this Deed to any statute or statutory provision include references to:
 - (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Deed;
 - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force, and
- 1.2.12 references to articles of the Order are references to the articles of the draft Order and shall be read so as to reflect the relevant articles of the Order as made by the Secretary of State.

2. **LEGAL EFFECT AND CONDITIONALITY**

- 2.1 This Agreement is made pursuant to Section ~~44~~111 of the Local Government Act 2003 and Section 1 of the Localism Act 2011.
- 2.2 The ~~parties~~parties to this Agreement covenant with one another to observe and perform or cause to be observed, and performed their respective obligations contained within this Agreement at the times and in the manner provided herein [and the Council covenants to be responsible for the observation and performance of the obligations of CP]¹.
- 2.3 Save for clause [5.1] which shall take effect at the date of this Agreement, the provisions of this Agreement are conditional upon the coming into force of the Order following the making of the Order by the Secretary of State.

3. **PRINCIPLE OF CO-OPERATION IN RELATION TO OVERLAP AREAS**

- 3.1 Prior to the submission of any Method Statement by the Undertaker to CP pursuant to Clause 3.2 below the Undertaker shall inform CP of the intended date for the commencement and the anticipated duration of the Undertaker’s Works in any Overlap

¹ [HSF: The legal capacity of CP is yet to be confirmed. Please provide information regarding their incorporation / legal standing and capacity which can then be reviewed to confirm the necessity of this wording.](#)

~~Area and request CP to confirm the CP Works which it anticipates will be being undertaken and/or will be located in the relevant Overlap Area during the anticipated period of the Undertaker's Works and within not more than 14 days' of any such request CP shall confirm the CP Works which it anticipates will be being undertaken and/or will be located in the relevant Overlap Area during the anticipated period of the Undertaker's Works and provide drawings showing the location of such works.~~

3.1.1 the CP Works which it anticipates will be being undertaken and/or will be located in the relevant Overlap Area; and

3.1.2 any access requirements for CP in connection with the CP Works within the Overlap Area;

during the anticipated period of the Undertaker's Works and within not more than 10 Working Days of any such request CP shall confirm the CP Works which it anticipates will be being undertaken and/or will be located in the relevant Overlap Area during the anticipated period of the Undertaker's Works and provide drawings showing the location of such works.

3.2 ~~Not Subject to Clause 3.4, not~~ less than 3 months prior to the intended date of the commencement of the Undertakers Works in any Overlap Area the Undertaker shall provide CP with a Method Statement confirming the Undertaker's proposals for the Undertaker's Works and the CP Works to be carried out within the relevant Overlap Area and the parties shall use reasonable endeavours to agree the Method Statement within not more than ~~28 days'~~ 20 Working Days of the date of the provision of the Method Statement by the Undertaker to CP and where any Method Statement has not been agreed within ~~42 days'~~ 30 Working Days of the of the date of the provision of the Method Statement by the Undertaker to CP either party may refer any dispute regarding the agreement of the Method Statement to the Expert for determination in accordance with Clause 8.

3.3 The Undertaker and CP agree to comply with the provisions of any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8 in relation to the undertaking of the Undertaker's Works and the CP Works in any Overlap Area.

3.4 Where following a request by the Undertaker in accordance with Clause 3.1 CP confirm that ~~there are not any CP Works which it anticipates will be being undertaken and/or will be located in the relevant Overlap Area during the anticipated period of the Undertaker's Works it is acknowledged by the Parties that there will be no requirement for a Method Statement to be submitted and agreed in relation to the Undertaker's Works in the relevant Overlap Area.~~

3.4.1 there are not any CP Works which it anticipates will be being undertaken and/or will be located in the relevant Overlap Area; and

3.4.2 there are not any access requirements for CP in connection with the CP Works within the relevant Overlap Area;

during the anticipated period of the Undertaker's Works it is acknowledged by the parties that there will be no requirement for a Method Statement to be submitted and agreed in relation to the Undertaker's Works in the relevant Overlap Area.

4. MEMORANDUM OF UNDERSTANDING

4.1 It is acknowledged and agreed by the Undertaker, the Council and CP as follows:

4.1.1 the Memorandum of Understanding identifies indicatively proposals for the Undertaker's Works and the CP Works to be carried out within the relevant Overlap Areas;

4.1.2 the proposals for the Overlap Areas detailed in the Memorandum of Understanding are agreed to be acceptable in principle; and

- 4.1.3 the proposals for the Overlap Areas detailed in the Memorandum of Understanding may form part of the Method Statement to be agreed in relation to the relevant Overlap Areas in the future (but not are not required to do so).

5. COSTS

- 5.1 The Undertaker shall pay to the Council on the date of this Agreement the reasonable and proper costs, charges and expenses reasonably and properly incurred by the Council and CP for or in connection with the preparation and negotiation of this Agreement up to the sum of [xxx].

- 5.2 The Undertaker agrees to pay the reasonable and proper costs of the Council and ~~CP in relation to the~~ or CP for:

5.2.1 providing information further to a request from the Undertaker pursuant to Clause 3.1; and

5.2.2 the review and agreement of any Method Statement in accordance with Clause 3.2;

to be calculated based on an agreed rate of [£79]² per hour (exclusive of VAT) which is reflective of the not-for-profit cost of the Council and CP within not more than 20 Working Days following the receipt of proper invoices and evidence to substantiate the same.

- 5.3 ~~5.2~~The Undertaker agrees to pay the reasonable and proper costs of the Council and/or CP in relation to compliance by CP with any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8 in so far as is reasonably necessary to facilitate the delivery of the Undertaker's Works within any of the Overlap Areas.

- 5.4 Prior to the commencement of the Undertakers Works in any relevant Overlap Area the Undertaker shall pay to CP an amount which is equivalent to the estimated reasonable and proper costs to be incurred by CP to facilitate the Undertakers Works within the relevant Overlap Area in accordance with the relevant Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8.

- 5.5 Following the completion of the Undertakers Works in any Relevant Overlap Area in accordance with the relevant Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8 CP shall confirm the reasonable and proper costs incurred by them in facilitating the Undertakers Works within the relevant Overlap Area in accordance with the relevant Method Statement and shall provide invoices and evidence to substantiate the same and:

5.5.1 where those reasonable and proper costs exceed the amount paid by the Undertaker to CP pursuant to paragraph 5.3 the Undertaker shall reimburse CP the amount of that exceedance; or

5.5.2 where those reasonable and proper costs are less than the amount paid by the Undertaker to CP pursuant to paragraph 5.3 CP shall repay to the Undertaker the amount which equivalent to the payment made by the Undertaker less the reasonable and proper costs incurred by CP.

- 5.6 The Undertaker agrees to reimburse the Council and/or CP additional costs which are reasonably and properly incurred by them in connection with the CP Works as a consequence of the Undertaker's Works being undertaken within any of the Overlap Areas (for the avoidance of doubt including costs incurred by the Council and/or CP by reason of the CP Works being delayed as a consequence of the Undertaker's Works being undertaken and impacting the CP Works) subject to the receipt of proper invoices and evidence in relation to those costs being incurred as a consequence of the Undertaker's Works.

² HSF: PCC / CP to confirm hourly not for profit cost rate.

- 5.7 ~~5.3~~ When incurring costs, expenses or losses which are repayable by the Undertaker, the Council and /or CP must at all times act reasonably and in the same manner as they would if they were funding the cost ~~or~~ expenses or losses themselves.
- 5.8 ~~5.4~~ The Undertaker shall indemnify the Council and CP in respect of all costs and expenses incurred (including legal, surveying and engineering costs and disbursements) or losses suffered to the extent that the same are reasonably incurred in connection with any act or omission by the Undertaker that is in breach of this Agreement or in breach of a Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8.
- 5.9 ~~5.5~~ ~~Nothing~~ in this Agreement shall impose any liability on the Undertaker with respect to any costs, expenses or losses incurred by the Council and ~~CP in complying with a Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8~~ /or CP in so far such cost is attributable to the act, neglect or default of the Council and/or CP, its officers, contractors or agents.
- 5.10 ~~5.6~~ Each of the parties to this Agreement shall use reasonable endeavours to minimise any costs, expenses and losses to be incurred ~~in complying with any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8~~ and if requested to by the Undertaker, the Council and/or CP shall provide an explanation of how any such costs, expenses and losses have been minimised and the Undertaker shall only be liable for the costs, expenses and losses which are reasonably and properly incurred by the Council and /or CP.
- 5.11 ~~5.7~~ It is acknowledged by the Undertaker, the Council and CP that the Undertaker shall be responsible for any and all costs incurred in relation to the Undertaker's Works save in respect of any costs, expenses or losses incurred as a result of any non-compliance by the Council and/or CP with the provisions of this Agreement or any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8 which CP and the Council shall be liable in respect of.
- 5.12 The Council and CP shall not be entitled to be compensated in respect of the same matter both under this Agreement and under any other enactment, contract or any rule of law or under two or more provisions of this Agreement and for the avoidance the Council and CP shall in no circumstances both be entitled to compensation in respect of the same matter under this Agreement or otherwise.

6. **CONSULTATION AND CO-OPERATION**

- 6.1 Each party shall act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Agreement and otherwise do nothing to hinder or prevent the other party from the proper execution of any right or obligation allowed or required under this Agreement or the carrying out of the ~~Authorised Development~~ Undertaker's Works or the CP Works.
- 6.2 Where any approval, agreement, consent or confirmation of a party is required pursuant to the terms of this Agreement (including for the avoidance of doubt in connection with any Method Statement), it shall not be unreasonably withheld or delayed.

7. **DISPUTE RESOLUTION**

- 7.1 Save for matters of interpretation of this Agreement (which shall be matters for the Court) in the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the same shall be referred to an expert ("**Expert**") to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and the Expert's decision shall (in the absence of manifest error) be final and binding on the parties hereto and whose costs shall be borne by the parties at his discretion.
- 7.2 The Expert shall:

- 7.2.1 have at least ten years post qualification experience in the subject matter of the dispute;
 - 7.2.2 be appointed subject to an express requirement that he reaches a decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event in not more than 30 Working Days from the date of his appointment to act; and
 - 7.2.3 be required to give notice to each of the parties inviting each of them to submit to him within 10 Working Days of his appointment written submissions and supporting material and shall afford to each of the parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing within 15 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 15 Working Days of receipt of the written submissions and supporting material with reasons.
- 7.3 It is hereby declared and agreed between the parties hereto that nothing in this Clause [8] shall be taken to fetter the ability of any party to seek legal redress of any breach of the obligations entered into by the Developer in this Agreement.

8. **CONFIDENTIALITY**

- 8.1 The Undertaker acknowledges that CP may be required under the Information Acts to respond to requests for information relating to the subject matter of this Agreement.
- 8.2 CP shall take reasonable steps to notify the Undertaker of any and all requests for Confidential Information received to the extent that it is permissible for it to do so within not more than 5 Working Days of receipt of any such request and shall have due regard and give effect to any reasonable and timely representations made by the Undertaker within 10 Working Days of receipt of the requested information from CP.
- 8.3 Notwithstanding any other provisions of this Agreement, CP shall be responsible for determining (acting reasonably) whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the Information Acts.
- 8.4 Save as required by the Information Acts, the parties must not disclose any Confidential Information to any other person (save where such person is bound by a legally enforceable requirement to keep such information confidential) except with the other party's prior consent, which may not be unreasonably withheld or delayed but which may be provided subject to reasonable conditions.

9. **TRANSFER OF POWERS AND NOVATION**

- 9.1 In the event that:
 - 9.1.1 any person other than the Undertaker is appointed as the "Undertaker" (as defined in the Order) for the purposes of the Order in relation to parts of the Authorised Development for the purpose of any works affecting or likely to affect the CP Works; and/or
 - 9.1.2 powers of the "Undertaker" relevant to the parts of the Authorised Development which may include may include works affecting or likely to affect the CP Works under the Order are devolved to any other person,(the 'Transferee'), the Undertaker will:
 - 9.1.3 prior to the transfer of powers require the Transferee to enter into a deed of covenant in favour of CP that the Transferee shall observe and perform the obligations and restrictions on the Undertaker under this Agreement as they relate to the exercise of the powers which are to be transferred as though the Transferee had been an original party to this Agreement; and

- 9.1.4 remain liable for any breach of this Agreement relevant to such part of the Authorised Development for which the Transferee is to be the “Undertaker” or to which Transferee the powers of the Undertaker are to be devolved until the Transferee has entered into a deed of covenant in accordance with this clause.
- 9.2 The Undertaker shall not transfer, assign or otherwise part with the benefit of this Agreement in whole or in part without the prior written consent of CP (such consent not to be unreasonably withheld or delayed).
- 9.3 the Council and CP may novate the benefit and the burden of this Agreement, without the Undertaker’s prior written consent, to a successor of the Council’s or CP’s duties or undertaking or to a subsidiary or affiliate who shall be transferred the Council’s or CP’s duties or undertaking in respect of the CP Works PROVIDED THAT in all cases reasonable prior written notice is given to the Undertaker and such novation requires such successor to observe and perform the obligations and restrictions on the Council and/or CP (as is relevant) under this Agreement and the Council and/or CP (as is relevant) shall remain liable for any breach of this Agreement unless and until this Agreement has been novated in accordance with this Clause 9.3.

10. TERMINATION

- 10.1 This Agreement will terminate if any of the following events occur:
- 10.1.1 the application for the Order is withdrawn, in which case the Undertaker shall provide CP with written notification of such withdrawal within 10 Working Days of the Undertaker notifying the Examining Authority of the withdrawal and this Agreement will terminate immediately on the date of delivery of the notice in accordance with clause [12];
- 10.1.2 the Secretary of State determines not to make the Order, in which case the Undertaker will provide CP ~~within~~ with written notification thereof within 10 Working Days of being notified by the Secretary of State of the decision and this Agreement will terminate immediately on the date of delivery of the notice in accordance with clause [12]; or
- 10.1.3 if following the final determination of any ~~judicial review challenge~~ proceedings in respect of the ~~Order decision in relation to~~ the Order the decision is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the application for the Order is subsequently refused, in which case the Undertaker shall provide CP with written notification of such refusal within 10 Working Days of being notified by the Secretary of State of the decision and this Agreement will terminate immediately on the date of delivery of the notice in accordance with clause [12].

11. VARIATIONS

- 11.1 No variation of this Agreement is effective unless it is in writing and is signed by or on behalf of a duly authorised representative of each of the parties.

12. NOTICES

- 12.1 Any notice given under or in relation to this Agreement shall be in writing and shall refer to the Agreement and shall be deemed to be sufficiently served if addressed to the Undertaker, or CP, as the case may be, and sent by recorded delivery or registered post to the address of the parties given in this Agreement or to such other address as they may from time to time designate by written notice to the other.
- 12.2 Any notice sent in accordance with clause [12.1] shall be deemed, in the absence of evidence of earlier receipt, to have been delivered two days after posting or dispatch, exclusive of the day of posting.
- 12.3 Any notice sent by CP to the Undertaker in accordance with clause [12.1] shall be addressed to Kirill Glukhovskoy – Managing Director, and shall also be sent by the Undertaker by e-mail to kirill.glukhovskoy@aquind.co.uk.

12.4 Any notice sent by the Undertaker to CP in accordance with clause [12.1] shall be addressed to [xxx] and shall also be sent ~~by~~ to CP by e-mail to [xxx].

12.5 Any notice sent by the Undertaker to the Council in accordance with clause [12.1] shall be addressed to [xxx] and shall also be sent to the Council by e-mail to [xxx].

13. NEGLIGENCE

13.1 Nothing in this Agreement imposes any liability on the Undertaker or CP with respect to any damage, cost, expense or loss which is attributable to the negligence of the other party or of any person in its employment or of its contractors or agents and any liability of the Undertaker or CP under this Agreement must be reduced proportionately to the extent to which any damage, cost, expense or loss is attributable to the negligence of the other party or of any person in its employment or of its contractors or agents.

14. RIGHTS OF THIRD PARTIES

14.1 No third party may enforce the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

15. JURISDICTION

15.1 This Agreement including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

15.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

16. ENTIRE AGREEMENT

16.1 This Agreement represents the entire agreement between the parties in relation to the subject matter hereof.

IN WITNESS whereof this Agreement has been duly executed by the parties to this Agreement on the date which appears at the head of this document.

EXECUTED by)
AQUIND LIMITED)
acting by two directors or one director)
and the company secretary:)

Director

Director/Secretary

The **COMMON SEAL** of **PORTSMOUTH**)
CITY COUNCIL was)
hereunto affixed in the presence of:)

Authorised signatory

EXECUTED by)
COASTAL PARTNERS)
acting by two directors or one director)
and the company secretary:)

Director

Director/Secretary

APPENDIX 1

DRAFT

APPENDIX 2

DRAFT

Summary Report	
Title	pdfDocs compareDocs Comparison Results
Date & Time	02/11/2021 14:53:47
Comparison Time	0.49 seconds
compareDocs version	v5.0.200.14

Sources	
Original Document	[#66499175] [v3] Coastal Partners Works Co-operation Agreement - DRAFT 12/02/2021.docx
Modified Document	[#71199001] [v1] Coastal Partners Works Co-operation Agreement - DRAFT 02/11/2021.docx

Comparison Statistics	
Insertions	41
Deletions	14
Changes	24
Moves	14
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	93

Word Rendering Set Markup Options	
Name	Insert Delete Move
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Redline
Character Level	Word	False
Include Comments	Word	True
Include Field Codes	Word	True
Flatten Field Codes	Word	False
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

Appendix 4

Flood Risk and Coastal Change Planning Practice Guidance, Paragraph 033

Applying the Sequential Test to individual planning applications

How should the Sequential Test be applied to planning applications?

See advice on the [sequential approach to development](#) and the [aim of the sequential test](#).

The Sequential Test does not need to be applied for individual developments on sites which have been allocated in development plans through the Sequential Test, or for applications for [minor development](#) or change of use (except for a change of use to a caravan, camping or chalet site, or to a mobile home or park home site).

Nor should it normally be necessary to apply the Sequential Test to development proposals in Flood Zone 1 (land with a low probability of flooding from rivers or the sea), unless the Strategic Flood Risk Assessment for the area, or other more recent information, indicates there may be flooding issues now or in the future (for example, through the impact of climate change).

For individual planning applications where there has been no sequential testing of the allocations in the development plan, or where the use of the site being proposed is not in accordance with the development plan, the area to apply the Sequential Test across will be defined by local circumstances relating to the catchment area for the type of development proposed. For some developments this may be clear, for example, the catchment area for a school. In other cases it may be identified from other Local Plan policies, such as the need for affordable housing within a town centre, or a specific area identified for regeneration. For example, where there are large areas in Flood Zones 2 and 3 (medium to high probability of flooding) and development is needed in those areas to sustain the existing community, sites outside them are unlikely to provide reasonable alternatives.

When applying the Sequential Test, a pragmatic approach on the availability of alternatives should be taken. For example, in considering planning applications for extensions to existing business premises it might be impractical to suggest that there are more suitable alternative locations for that development elsewhere. For nationally or regionally important infrastructure the area of search to which the Sequential Test could be applied will be wider than the local planning authority boundary.

Any development proposal should take into account the likelihood of flooding from other sources, as well as from rivers and the sea. The sequential approach to locating development in areas at lower flood risk should be applied to all sources of flooding, including development in an area which has critical drainage problems, as notified to the local planning authority by the Environment Agency, and where the proposed location of the development would increase flood risk elsewhere.

See also [advice on who is responsible for deciding whether an application passes the Sequential Test](#) and further advice on the Sequential Test process available from the [Environment Agency](#) (flood risk standing advice).

Paragraph: 033 Reference ID: 7-033-20140306

Revision date: 06 03 2014

